### Annexure D

Sample easements

### IN THE MATTER OF the Sugar Industry Act 1991

			- an	d -	
	IN THE MATTE	R <b>OF</b> a gra	ant of eas	ement	under
	Section 196(	l)(a)			of the
	abovementione	ed Act thi	rough land	owned	by
	Gino & Remo A	Anthony Z <i>l</i>	ATTA		
	and descri	bed as	Part	of L	ot 1 on
	RP 720243,				
	Parish of		WATERVIEW		
County of	CARDWELL				
•	hat I/WeGino				
being the hole	der(s) of the land	d describ	ed herein.	hereb	v grant
	TED ,				y grane
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		W	
(A.C.N.	000 001 276)		0	wners	of :
Mi			rr moderal ex		
	ll,*an easement fo				
purposes for o	delivery of cane t	o the mi.	LL∳upon La:	nd des	cribed
as					
Part of Lot	1 on RP 720243 Pa	arish of .	WATERVIE	<u>W</u>	County
of	CARDWELL	, Cor	mprising a	n area	of
easement of	0.246 hectare(s	s), being	marked on	the p	lans
annexed here	to.				

Signature of Land Holder(s)		
DATED this 199	day of	
Signature of Mill Owner		
<b>DATED</b> this day of		199

## SCHEDULE OF CONDITIONS FOR SECTION 196.1(a) EASEMENT

GRANTEE: CSR Limited (A.C.N. 000 001 276)

LANDHOLDER: Gino & Remo Anthony ZATTA

EASEMENT LAND: Part of Lot 1 on RP 720243,

Parish Waterview, County Cardwell

1. The Grantee shall be entitled at all times to construct on any part of the land described above ("the Easement Land") tramlines and railway lines for the purpose of moving locomotives, carriages, wagons, other rolling stock and other vehicles of any kind ("Vehicles") loaded or unloaded, and to maintain, repair, alter, remove or replace any parts of those lines, and to excavate, drain, and make cuttings, embankments, bridges, culverts and other such works as the Grantee thinks fit for the above purposes on the Easement Land.

2. The Grantee shall be entitled, after such consultation with the Landholder as is reasonably practicable in the circumstances, to enter upon the Landholder's land with servants contractors or other authorised persons for the purposes of gaining access to the Easement Land to construct maintain alter or carry out any other necessary works on the tramlines, railway lines or associated structures or as is necessary to enable the Grantee to comply with its obligations under these conditions. Other than in an emergency situation, such access shall be effected upon reasonable notice to the Landholder and in such a manner as to minimise inconvenience to the Landholder.

The Grantee shall promptly reinstate any damage caused by the Grantee, or the Grantee's servants, contractors or other authorised persons in the course of gaining access to or carrying out works on the Easement Land.

- 3. Activities carried out by the Grantee on the Easement Land shall be carried out as expeditiously as is reasonably practicable so as to minimise any adverse effects upon the beneficial use and enjoyment by the Landholder or his/her executors, administrators and assigns of the Landholder's Land.
- 4. For the above purposes, the Grantee and any persons authorised by the Grantee shall each be entitled at all

times to enter and remain on the Easement Land and to bring on the Easement Land any machinery, plant equipment or Vehicles.

Where the Easement Land includes a siding or delivery point, then the Grantee may at it's discretion permit the Grantor and/or other growers, their servants or agents to enter upon the Easement Land for the purpose of delivering sugar cane to the mill tramline in accordance with the relevant conditions of the Local Award.

- 5. The Landholder shall pay and discharge all rates, taxes and other outgoings payable in respect of the Easement Land.
- 6. The Landholder shall not construct any building or other structure on the Easement Land without the prior written consent of the Grantee, and the Landholder shall not use the Easement Land in any manner which may interfere with the exercise by the Grantee of the Grantee's rights under this Easement.
- 7. The Landholder shall take reasonable care to ensure that the tramline, railway line or other associated structures on the Easement Land are not damaged by the Landholder or his/her servants contractors or other authorised persons.
- 8. The Grantee shall indemnify the Landholder against all claims, actions and demands of any kind arising out of or in connection with the Easement or with the use by the Grantee of the Easement Land pursuant to the Easement.
- **9.** The Grantee shall keep the Easement Land free of noxious weeds and undergrowth.
- 10. The Grantee shall, after consultation with the Landowner, carry out such drainage works and construct or place such culverts or pipes or drains under or around any tramline, railway line or siding constructed on the Easement Land as is reasonably necessary to rectify any detrimental effect upon the efficient drainage of the Easement Land.

This Condition shall apply to any work carried out by or on behalf of the Grantee on or around any such tramline, railway line or siding subsequent to the grant of the Easement.

Future maintenance of such drainage works, culverts, pipes or drains shall be the Grantee's responsibility.

11. The Grantee shall construct such vehicle and machinery crossings over the cane tramline, railway line or siding constructed or to be constructed as are reasonably necessary for the efficient and reasonable use of the Landholder's land. Future maintenance of such vehicle and machinery crossing shall be the Grantee's responsibility.

- 12. The Grantee shall ensure that all ballast is retained and remains on the Easement Land. In the event that ballast is washed or otherwise deposited from the Easement Land onto other land the Grantee shall, to the extent that it is reasonably practicable to do so, remove such ballast.
- 13. The Grantee shall, within eighteen (18) months from the surrender or extinguishment of the Easement, remove from the Easement Land all tramline, railway line, sleepers, ballast and other such material placed on the Easement Land in connection therewith.
- 14. The Grantee shall at all times maintain a Broadform General & Products Liability Insurance Policy indemnifying each of the Grantee and the Landholder against all claims made by or on behalf of any person (including the grantee or the Landholder) in respect of death of or bodily injury to persons and/or loss of or damage to property arising out of or in connection with the exercise by the Grantee of the Grantee's rights in relation to the Easement.

Such insurance shall be for an amount of not less than \$5,000,000 and shall contain a Cross Liability Clause.

- 15. The Grantee shall pay all costs, charges and expenses of and incidental to the preparation, execution, stamping and registration of the Easement, and of any plan or survey required for it.
- 16. The Landholder's obligations under the Easement shall be binding upon all successors in title to the Easement Land.

Signed	and	Dated	on	Behalf	of	Landholder(s):		
							Dated:	
Signed	and	Dated	on	Behalf	of	Grantee:		
							Dated:	

### SUGAR INDUSTRY COMMISSIONER

FORM E-1

Sugar Industry Act 1999

### NOTICE OF GRANT OF EASEMENT BY THE HOLDER OF LAND

#### **SECTION 63**

IN THE MATTER OF the Sugar Industry Act 1999

- and -

IN THE MATTER OF a grant of a cane railway easement under Section 63 of the abovementioned Act through land owned by

Alessandro CASALE

and described as

Lot 2 on RP 735591 Parish of WATERVIEW, County of CARDWELL.

TAKE NOTICE that I/We Alessandro CASALE

being the holder(s) of the land described herein, hereby grant to

CSR Limited owners of Victoria Mill.

a cane railway easement to facilitate harvest of cane and supply of cane to

the mill upon land described as Lot 2 on RP 735591 Parish of

WATERVIEW, County of CARDWELL

comprising an area of easement of 0.020 hectare(s), being marked on the plans annexed hereto.

Subject to the attached conditions numbered 1 to 16.

Amount of Compensation (if any) \$ 170.00

Signature of Land Holder(s)

DATED this

day of

2000

Signature of Mill Owner's Representative

DATED this

2000

### SCHEDULE OF CONDITIONS FOR A SECTION 63 EASEMENT

**GRANTEE:** CSR Limited (A.C.N. 000 001 276)

LANDHOLDER: Alessandro CASALE

BRITE SUBSECTION OF SUBSECTION

EASEMENT LAND: Lot 2 on RP 735591, WATERVIEW

- 1. The Grantee shall be entitled at all times to construct on any part of the land described above ("the Easement Land") tramlines and railway lines for the purpose of moving locomotives, carriages, wagons, other rolling stock and other vehicles of any kind ("Vehicles") loaded or unloaded, and to maintain, repair, alter, remove or replace any parts of those lines, and to excavate, drain, and make cuttings, embankments, bridges, culverts and other such works as the Grantee thinks fit for the above purposes on the Easement Land.
- 2. The Grantee shall be entitled, after such consultation with the Landholder as is reasonably practicable in the circumstances, to enter upon the Landholder's land with servants contractors or other authorised persons for the purposes of gaining access to the Easement Land to construct maintain alter or carry out any other necessary works on the tramlines, railway lines or associated structures or as is necessary to enable the Grantee to comply with its obligations under these conditions. Other than in an emergency situation, such access shall be effected upon reasonable notice to the Landholder and in such a manner as to minimise inconvenience to the Landholder.

The Grantee shall promptly reinstate any damage caused by the Grantee, or the Grantee's servants, contractors or other authorised persons in the course of gaining access to or carrying out works on the Easement Land.

- 3. Activities carried out by the Grantee on the Easement Land shall be carried out as expeditiously as is reasonably practicable so as to minimise any adverse effects upon the beneficial use and enjoyment by the Landholder or his/her executors, administrators and assigns of the Landholder's Land.
- 4. For the above purposes, the Grantee and any persons authorised by the Grantee shall each be entitled at all times to enter and remain on the Easement Land and to bring on the Easement Land any machinery, plant equipment or Vehicles.
- 5. The Landholder shall pay and discharge all rates, taxes and other outgoings payable in respect of the Easement Land.

- 6. The Landholder shall not construct any building or other structure on the Easement Land without the prior written consent of the Grantee, and the Landholder shall not use the Easement Land in any manner which may interfere with the exercise by the Grantee of the Grantee's rights under this Easement.
- 7. The Landholder shall take reasonable care to ensure that the tramline, railway line or other associated structures on the Easement Land are not damaged by the Landholder or his/her servants contractors or other authorised persons.
- 8. The Grantee shall indemnify the Landholder against all claims, actions and demands of any kind arising out of or in connection with the Easement or with the use by the Grantee of the Easement Land pursuant to the Easement.
- 9. The Grantee shall keep the Easement Land free of noxious weeds and undergrowth.
- 10. The Grantee shall, after consultation with the Landowner, carry out such drainage works and construct or place such culverts or pipes or drains under or around any tramline, railway line or siding constructed on the Easement Land as is reasonably necessary to rectify any detrimental effect upon the efficient drainage of the Easement Land.

This Condition shall apply to any work carried out by or on behalf of the Grantee on or around any such tramline, railway line or siding subsequent to the grant of the Easement.

Future maintenance of such drainage works, culverts, pipes or drains shall be the Grantee's responsibility.

- 11. The Grantee shall construct such vehicle and machinery crossings over the cane tramline, railway line or siding constructed or to be constructed as are reasonably necessary for the efficient and reasonable use of the Landholder's land. Future maintenance of such vehicle and machinery crossing shall be the Grantee's responsibility.
- 12. The Grantee shall ensure that all ballast is retained and remains on the Easement Land. In the event that ballast is washed or otherwise deposited from the Easement Land onto other land the Grantee shall, to the extent that it is reasonably practicable to do so, remove such ballast.
- 13. The Grantee shall, within eighteen (18) months from the surrender or extinguishment of the Easement, remove from the Easement Land all tramline, railway line, sleepers, ballast and other such material placed on the Easement Land in connection therewith.

14. The Grantee shall at all times maintain a Broadform General & Products Liability Insurance Policy indemnifying each of the Grantee and the Landholder against all claims made by or on behalf of any person (including the grantee or the Landholder) in respect of death of or bodily injury to persons and/or loss of or damage to property arising out of or in connection with the exercise by the Grantee of the Grantee's rights in relation to the Easement.

Such insurance shall be for an amount of not less than \$5,000,000 and shall contain a Cross Liability Clause.

- 15. The Grantee shall pay all costs, charges and expenses of and incidental to the preparation, execution, stamping and registration of the Easement, and of any plan or survey required for it.
- 16. The Landholder's obligations under the Easement shall be binding upon all successors in title to the Easement Land.

Signea	and	Dated	on	Renali	OI	Landnolder(s):		
			4				Dated:	
Signed	and	Dated	on	Behalf	ο£	Grantee:		
	**************************************						Dated:	

### SUGAR INDUSTRY ACT 1991

#4371

### NOTICE OF ESEMENT BY THE HOLDER OF LAND

OLD STAMP DUTY - TYL

SECTION 702005 9698-6

27/03/98

10:16:50

\$100.50CDNV

\$32.00PENL

\$132.50101

TAKE NOTICE that I/We Girgenti, L, Farm number 83, being the holder (s) of the land described herein, hereby grant to CSR Ltd, owners of Macknade Mill, an easement for tramway, road, or other like purposes for the delivery of cane to the mill upon land described as LOT 2 ON RP 705318, and LOT 1 ON RP 739663

Parish of <u>MARATHON</u>, County of CARDWELL, comprising an area of easement of <u>0.635</u> hectare (s), being 506 metres x 11 metres for the siding and 260 metres x 3 metres for the access road marked on the plans annexed hereto.

Signature Of Land Holder (s)

Date 3-12-96.

Signature of Mill Owner

Date 3/12/96





240 Queen Street, Brisbane GPO Box 891, Brisbane Queensland 4001, Australia Telephone: (07) 3231 0199

Facsimile: (07) 3221 2906 Telex: AA41274

Ref: 00EAS4371

Macknade Mill

15 April 1998

Mr S Martin Chief Cane Inspector **CSR Limited - Herbert River Mills** (Macknade Mill) Private Mail Bag 4 MACKNADE QLD 4850

Dear Mr Martin

SECTION 196(1)(a) GRANT OF EASEMENT - MR L GIRGENTI TO CSR LIMITED, OWNERS OF MACKNADE MILL

I refer to your letter of 31 March 1998 attaching a Notice of Grant of Easement dated 3 December 1996 pursuant to Section 196 of the Sugar Industry Act 1991 in which Mr L Girgenti has granted an easement over his land to Macknade Mill for the purposes of delivering cane to the Mill.

I am pleased to confirm that the Corporation has registered the grant in accordance with Section 201 of the Act as requested and that the easement is recorded as:

Easement Number:

4371

Grantor:

Mr L Girgenti

Grantee:

CSR Limited, owners of Macknade Mill -

Over land being part of:

Lot 2 on RP 705318 and Lot 1 on RP 739663, Marathon

Conditions of Easement:

Agreed between the Grantor and the Grantee and as

evidenced by the attached schedule.

Easement Area:

Copy of the Plan defining the easement area (0.635 hectares)

is attached.

Yours sincerely

Michael J Bosscher

DEPUTY CHIEF EXECUTIVE

encl

j:\word\farmserv\consease\macknade\4372-72\mill.doc

### EASEMENT CONDITIONS (October 1995)

The Grantor (Landowner) has agreed with and has allowed the Grantee (CSR Ltd) to construct a cane railway and, as the case may be, a siding, for the use in delivery of harvested cane supplied by cane growers and or their agents and contractors into containers supplied by the Grantee on part of the land that is specified in the plan annexed hereto (hereafter referred to as "the said land") on the following terms and conditions.

- 1. The Grantee shall have full and free right and liberty at any time after the date hereof to build construct and lay down in along or upon any portion of the said land a tramline or railway line or lines for the purpose of running or drawing or way laying locomotives carriages wagons trucks or other vehicles loaded or unloaded and rolling stock propelled by horse steam combustion or other power and and at any time to maintain repair take up alter or remove relay renew or replace the whole or any part thereof and for such purposes to make excavations or drains thereon and dig into open up or break up the soil of the said land and to make cuttings embankments bridges culverts drains or other works and ballast as the Grantee shall think fit therein and thereon PROVIDED that the Grantee shall whenever carrying out such operation or work as aforesaid carry out the same with all convenient speed in order to reduce to a minimum inconvenience or embarrassment to the beneficial use and enjoyment by the Grantor his executors administrators and assigns of the adjoining land of the Grantor.
- 2(a) For all or any of the purposes aforesaid the Grantee shall have full free and uninterrupted right and liberty at all time by day and night and from time to time to enter upon and to go pass and repass over along and upon the land or any part thereof with or without engineers surveyors workmen and licensees and other persons and with or without machinery plant and equipment locomotives carriages wagons trucks and rolling stock.
- (b) (Applicable only where a siding is constructed on the easement area)

X

The Grantor permits the Grantee to allow cane growers other than the Grantor to deliver sugar cane to the siding constructed on the said land in accordance with the relevant Local Board Award.

(c) Where a cane delivery siding is constructed on the said land, the Grantor shall have priority and preference for the use of that siding for the Grantor's harvest rotations. Such priority and preference may be exercised by the Grantor by giving no less than three days notice of intention to use the siding to other siding users.

3. The Grantor shall pay and discharge all rates taxes and other outgoings payable in respect of the said land.

D.

- 4. The Grantor shall not erect build or construct any building or structure upon the said land without the consent of the grantee in writing first and obtained which consent shall not be unreasonably withheld nor shall he use the land in any manner which may substantially interfere with the enjoyment by the Grantee of the Grantee's right hereunder nor shall he interfere with safe operating procedures of the Grantee the said land.
- 5. The Grantee shall at all times indemnify and hold the Grantor harmless against all actions, proceedings, claims, demands, liability, loss, damage, cost and expenses which the Grantor may suffer, incur or sustain in connection with or arising out of or as a consequence of these presents or with the use of the Grantee or any other person of the said land in pursuance of these presents.
- 6. the Grantee shall at all times maintain a Broardform General and Products Liability Insurance Policy Indemnifying each of the grantee and the Landholder against all claims made by or on behalf or any person (including the Grantee or the Landholders) in respect of death of or bodily injury to persons and/or loss of or damage to property arising out of or in connection with the exercise by the Grantee of the Grantee's rights in relation to the Easement.

Such insurance shall be for an amount of not less than \$2,000,000 and shall contain a Cross Liability Clause.

- 7. The Grantee will at all times during the term of this Easement keep the said land clear and free from all vegetation including noxious weeds plants and undergrowth and in the event of default on the part of the Grantee in the performance and observance by the Grantee of the obligation herein expressed the Grantor shall have the right after giving to the grantee one (1) months notice in writing of his intention so to do to enter in and upon the said land and to clear the said vegetation and the cost and expense shall be chargeable by the Grantor against the Grantee.
- 8. All costs charges and expenses of and incidental to the preparation execution stamping and registration hereof and any survey fee or registration fees on such plan or survey shall be paid by the Grantee.
- 9. The burden of the stipulation's of this agreement shall pass with and bind the land so as to ensure to bind all persons deriving title thereto.
- 10. The Grantee will construct or place such culvert or pipes or drains under or around the cane tramway/railway siding constructed or to be constructed on or over the said land as aforesaid as shall be reasonably necessary at the time of construction for the proper and efficient drainage for the removal of surface water which may collect upon the Grantor's land as indicated on the attached plan. Provided that if the culverts, pipes or drains as reasonably necessary to achieve proper and efficient drainage as indicated on the attached plan do not reasonable provide for the proper and efficient drainage for removal of surface water then

such further culverts, pipes and efficient drainage for removal of surface water shall be constructed. Future maintenance of such culverts, pipes or drains will be the Grantee's responsibility and in the event of default on the part of the Grantee in the performance and observance by the Grantee of the obligations herein expressed the Grantor shall have the right after giving to the Grantee one (1) months notice in writing of his intentions so to do to maintain the said culverts, pipes or drains and the cost and expense shall be chargeable by the Grantor against the Grantee.

- The Grantee at the time of construction will construct such vehicle and machinery crossings as in the Grantor's reasonable opinion are necessary for the efficient and reasonable use of the Grantor's land as on the attached plan. Future maintenance of the vehicle and machinery crossings will be the Grantor's responsibility except an area contained within two metres either side of the centre of the cane tramway/railway lines which shall be maintained by the Grantee. Provided that the Grantee shall at the Grantee's expense supply such reasonable quantity of gravel or earth fill as may from time to time be required to maintain such vehicle and machinery crossings within this easement area in the event that periodic rebalasting of the tramway/railway by the Grantee alters the level of such crossings.
- The Grantee shall pay to the Grantor compensation for the grant of the Easement as amount of \$.659.1. as agreed to by the Grantor and the Grantee, on the completion of the easement documentation, and in default of agreement as determined by a value appointed by the Australian Institute of Land Valuers and Economist Incorporated. The valuers cost are to be paid by the Grantee.
- In the event that the Grantee shall no longer require the easement for receival or sugar cane from cane growers the Grantee shall surrender unto the Grantor or his successor the said easement. If in the event the Grantee fails to do so the Grantor for the purpose of the surrender of the said easement is hereby appointed the Attorney of the Grantee which power shall be exercised only in the case of removal of the said tramway/railway siding or the easement is no longer required for receival of cane, sufficient power shall be a statutory declaration to that effect by the Grantor.

Grantor

Grantee for CSR Ltd.

volue under +100 "00 light 12-12-00.

SUGAR INDUSTRY COMMISSIONER STAME PARY

30200°0526-7

FORM E-1

Sugar Industry Act 1999

12/12/1000 14:31:00

### NOTICE OF GRANT OF EASEMENT BY THE HOLDER OF LAND

#### **SECTION 64**

IN THE 1999 **MATTER** the Sugar Industry

- and -

IN THE MATTER OF a grant of a cane railway easement under Section 64 of the abovementioned Act through land owned by Giuseppe RAPISARDA and Giuseppina RAPISARDA and described as

Lot 1 on RP 802651 Parish of Waterview, County of CARDWELL.

### TAKE NOTICE that I/We Giuseppe RAPISARDA and Giuseppina RAPISARDA

being the holder(s) of the land described herein, hereby grant to CSR Limited, owners of Victoria Mill, a cane railway easement to facilitate harvest of cane and supply of cane to the millaupon land described as part of as Lot 1 on RP 802651 Parish of Waterview, County of CARDWELL. comprising an area of easement of approximately 0.09 hectare(s), being marked on the plans annexed hereto.

Subject to the attached conditions (if any).

Amount of Compensation \$ Nil

**DATED** this

day of Decomber 2000

Signature of Mill Owner's Representative

day of December 2000

# SCHEDULE OF CONDITIONS FOR GRANT OF EASEMENT BY LANDHOLDER UNDER SECTION 64 of the SUGAR INDUSTRY ACT 1999

GRANTEE: CSR

CSR Limited (A.C.N. 000 001 276)

LANDHOLDER:

Giuseppe & Giuseppina RAPISARDA

EASEMENT LAND:

Part of Lot 1 on RP 802651, WATERVIEW, being generally five (5) metres outside

the constructed track centreline.

1. The Grantee shall be entitled at all times to construct on any part of the land described above ("the Easement Land") tramlines and railway lines for the purpose of moving locomotives, carriages, wagons, other rolling stock and other vehicles of any kind ("Vehicles") loaded or unloaded, and to maintain, repair, alter, remove or replace any parts of those lines, and to excavate, drain, and make cuttings, embankments, bridges, culverts and other such works as the Grantee thinks fit for the above purposes on the Easement Land.

2. The Grantee shall be entitled, after such consultation with the Landholder as is reasonably practicable in the circumstances, to enter upon the Landholder's land with servants contractors or other authorised persons for the purposes of gaining access to the Easement Land to construct maintain alter or carry out any other necessary works on the tramlines, railway lines or associated structures or as is necessary to enable the Grantee to comply with its obligations under these conditions. Other than in an emergency situation, such access shall be effected upon reasonable notice to the Landholder and in such a manner as to minimise inconvenience to the Landholder.

The Grantee shall promptly reinstate any damage caused by the Grantee, or the Grantee's servants, contractors or other authorised persons in the course of gaining access to or carrying out works on the Easement Land.

- 3. Activities carried out by the Grantee on the Easement Land shall be carried out as expeditiously as is reasonably practicable so as to minimise any adverse effects upon the beneficial use and enjoyment by the Landholder or his/her executors, administrators and assigns of the Landholder's Land.
- 4. For the above purposes, the Grantee and any persons authorised by the Grantee shall each be entitled at all times to enter and remain on the Easement Land and to

G.R. S. A L.

bring on the Easement Land any machinery, plant equipment or Vehicles.

- 5. The Landholder shall pay and discharge all rates, taxes and other outgoings payable in respect of the Easement Land.
- 6. The Landholder shall not construct any building or other structure on the Easement Land without the prior written consent of the Grantee, and the Landholder shall not use the Easement Land in any manner which may interfere with the exercise by the Grantee of the Grantee's rights under this Easement.
- 7. The Landholder shall take reasonable care to ensure that the tramline, railway line or other associated structures on the Easement Land are not damaged by the Landholder or his/her servants contractors or other authorised persons.
- 8. The Grantee shall indemnify the Landholder against all claims, actions and demands of any kind arising out of or in connection with the Easement or with the use by the Grantee of the Easement Land pursuant to the Easement.
- 9. The Grantee shall keep the Easement Land free of noxious weeds and undergrowth.
- 10. The Grantee shall, after consultation with the Landowner, carry out such drainage works and construct or place such culverts or pipes or drains under or around any tramline, railway line or siding constructed on the Easement Land'as is reasonably necessary to rectify any detrimental effect upon the efficient drainage of the Easement Land.

This Condition shall apply to any work carried out by or on behalf of the Grantee on or around any such tramline, railway line or siding subsequent to the grant of the Easement.

Future maintenance of such drainage works, culverts, pipes or drains shall be the Grantee's responsibility.

- 11. The Grantee shall construct such vehicle and machinery crossings over the cane tramline, railway line or siding constructed or to be constructed as are reasonably necessary for the efficient and reasonable use of the Landholder's land. Future maintenance of such vehicle and machinery crossing shall be the Grantee's responsibility.
- 12. The Grantee shall ensure that all ballast is retained and remains on the Easement Land. In the event that ballast is washed or otherwise deposited from the Easement Land onto other land the Grantee shall, to the extent that it is reasonably practicable to do so, remove such backast.

G.R. S.R. - 2

- 13. The Grantee shall, within eighteen (18) months from the surrender or extinguishment of the Easement, remove from the Easement Land all tramline, railway line, sleepers, ballast and other such material placed on the Easement Land in connection therewith.
- 14. The Grantee shall at all times maintain a Broadform General & Products Liability Insurance Policy indemnifying each of the Grantee and the Landholder against all claims made by or on behalf of any person (including the grantee or the Landholder) in respect of death of or bodily injury to persons and/or loss of or damage to property arising out of or in connection with the exercise by the Grantee of the Grantee's rights in relation to the Easement.

Such insurance shall be for an amount of not less than \$5,000,000 and shall contain a Cross Liability Clause.

- 15. The Grantee shall pay all costs, charges and expenses of and incidental to the preparation, execution, stamping and registration of the Easement, and of any plan or survey required for it.
- 16. The Landholder's obligations under the Easement shall be binding upon all successors in title to the Easement Land.

Signed and Dated on Behalf of Landholder(s):

G Ropisarda	[]	Wear of	null Dated:	11-12-0
0	0	vojo. J.		
Signed and Dated on	Behalf of	Grantee:		
	-		Dated	.   - Z=aa

SUGAR INDUSTRY COMMISSIONER

FORM E-1

Sugar Industry Act 1999

12/12/2000 14:33:03

### NOTICE OF GRANT OF EASEMENT BY THE HOLDER OF LAND

#### **SECTION 64**

IN THE MATTER the Industry Sugar 1999

- and -

IN THE MATTER OF a grant of a cane railway easement under Section 64 of the abovementioned Act through land owned by

William Ernest HOBBS and described as

Lot 1 on RP 733776 Parish of Cordelia, County of CARDWELL.

#### TAKE NOTICE that I/We William Ernest HOBBS

being the holder(s) of the land described herein, hereby grant to CSR Limited, owners of Victoria Mill, a cane railway easement to facilitate harvest of cane and supply of cane to the mill upon land described as part of as Lot 1 on RP 733776 Parish of Cordelia, County of CARDWELL, comprising an area of easement of 0.3498 hectare(s), being marked on the plans annexed hereto.

Subject to the attached conditions, pages 1-4.

Amount of Compensation \$ Nil

Signature of Land Holder(s)

DATED this

day of December 2000

Signature of Mill Owner's Representative

DATED this 7 th

day of December 2000

### SCHEDULE OF CONDITIONS - GRANT OF EASEMENT BY LANDHOLDER UNDER SECTION 64 OF THE SUGAR INDUSTRY ACT 1999

GRANTEE:

CSR Limited (A.C.N. 000 001 276)

**GRANTOR (LANDHOLDER):** 

William Ernest HOBBS

THE SAID LAND (EASEMENT): Part of Lot 1 on RP 733776, Parish of Cordelia,

County of Cardwell being generally five (5) metres either side of the centerline of the cane railway as constructed.

- 1. The Grantee shall have full and free right and liberty at any time after the date hereof to build construct and lay down in along or upon any portion of the said land a tramline or railway line or lines for the purpose of running or drawing or way laying locomotives carriages wagons trucks or other vehicles loaded or unloaded and rolling stock propelled by horse steam combustion or other power and at any time to maintain repair take up alter or remove relay renew or replace the whole or any part thereof and for such purposes to make excavations or drains thereon and dig into open up or break up the soil of the said land and to make cuttings embankments bridges culverts drains or other works and ballast as the Grantee shall think fit therein and thereon PROVIDED that the Grantee shall whenever carrying out such operation or work as aforesaid carry out the same with all convenient speed in order to reduce to a minimum inconvenience or embarrassment to the beneficial use and enjoyment by the Grantor his executors administrators and assigns of the adjoining land of the Grantor.
- (a) For all or any of the purposes aforesaid the Grantee shall have full free and uninterrupted right and liberty at all time by day and night and from time to time to enter upon and to go pass and repass over along and upon the land or any part thereof with or without engineers surveyors workmen and licensees and other persons and with or without machinery plant and equipment locomotives carriages wagons trucks and rolling stock.
  - (b) Where a cane delivery siding is constructed on the said land, the Grantor permits the Grantee to allow cane growers other than the Grantor to deliver sugar cane to the siding constructed on the said land in accordance with the relevant cane supply and processing agreement.

The Said Land (Easement): Part of Lot 1 o	n RP 733776, Parish of Cyrdelia, County of
Cardwell of Ol	ll, Mil
Cardwell Signatures: Grantor <u>W.C. Horle</u>	Cos Grantee / M
-	
The state of the s	
	Date 7/12/00
-	Date 7/12/60
Constitutions I and Benjamy Para (1851/18	Page 1/4.

- (c) Where a cane delivery siding is constructed on the said land, the Grantor shall have priority and preference for the use of that siding for the Grantor's harvest rotations. Such priority and preference may be exercised by the Grantor by giving no less than three days notice of intention to use the siding to other siding users.
- 3. The Grantor shall pay and discharge all rates taxes and other outgoings payable in respect of the said land.
- 4. The Grantor shall not erect build or construct any building or structure upon the said land without the consent of the grantee in writing first and obtained which consent shall not be unreasonably withheld nor shall he use the land in any manner which may substantially interfere with the enjoyment by the Grantee of the Grantee's right hereunder nor shall he interfere with safe operating procedures of the Grantee the said land.
- 5. The Grantee shall at all times indemnify and hold the Grantor harmless against all actions, proceedings, claims, demands, liability, loss, damage, cost and expenses which the Grantor may suffer, incur or sustain in connection with or arising out of or as a consequence of these presents or with the use of the Grantee or any other person of the said land in pursuance of these presents.
- 6. The Grantee shall at all times maintain a Broadform General and Products Liability Insurance Policy Indemnifying each of the grantee and the Landholder against all claims made by or on behalf or any person (including the Grantee or the Landholders) in respect of death of or bodily injury to persons and/or loss of or damage to property arising out of or in connection with the exercise by the Grantee of the Grantee's rights in relation to the Easement.

Such insurance shall be for an amount of not less than \$5,000,000 and shall contain a Cross Liability Clause.

7. The Grantee will at all times during the term of this Easement keep the said land clear and free from all vegetation including noxious weeds plants and undergrowth and in the event of default on the part of the Grantee in the performance and observance by the Grantee of the obligation herein expressed the Grantor shall have the right after giving to the grantee one (1) months notice in writing of his intention so to do to enter in and upon the said land and to clear the

The Said Land (Easement): Part of L	ot 1 on RP 733776, Parish of Cordelia, County of
Cardwell Signatures: Grantor 20 8	oblos. Grantee Mul
	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
	Date 7/12/00
Conditions Last Review Date 1/12/00	Page 2/4.

said vegetation and the cost and expense shall be chargeable by the Grantor against the Grantee.

- 8. All costs charges and expenses of and incidental to the preparation execution stamping and registration hereof and any survey fee or registration fees on such plan or survey shall be paid by the Grantee.
- 9. The burden of the stipulations of this agreement shall pass with and bind the land so as to enure to bind all persons deriving title thereto.
- The Grantee will construct or place such culverts or pipes or drains under or 1Õ. around the cane tramway/railway siding and access road constructed or to be constructed on or over the said land as aforesaid as shall be reasonably necessary at the time of construction for the proper and efficient drainage for the removal of surface water which may collect upon the Grantor's land as indicated on the Provided that if the culverts, pipes or drains as reasonably necessary to achieve proper and efficient drainage as indicated on the attached plan do not reasonably provide for the proper and efficient drainage for removal of surface water then such further culverts, pipes and efficient drainage for removal of surface water shall be constructed. Future maintenance of such culverts, pipes or drains will be the Grantee's responsibility and in the event of default on the part of the Grantee in the performance and observance by the Grantee of the obligations herein expressed the Grantor shall have the right after giving to the Grantee one (1) months notice in writing of his intentions so to do to maintain the said culverts, pipes or drains and the cost and expense shall be chargeable by the Grantor against the Grantee.
- 11. The Grantee at the time of construction will construct such vehicle and machinery crossings as in the Grantor's reasonable opinion are necessary for the efficient and reasonable use of the Grantor's land as on the attached plan. Future maintenance of the vehicle and machinery crossings will be the Grantor's responsibility except an area contained within two metres either side of the centre of the cane tramway/railway lines that shall be maintained by the Grantee. Provided that the Grantee shall at the Grantee's expense supply such reasonable quantity of gravel or earth fill as may from time to time be required to maintain such vehicle and machinery crossings within this easement area in the event that periodic reballasting of the tramway/railway by the Grantee alters the level of such crossings.

The Said Land (Easement): Part of Lot 1 on I	RP 733776, Parish of Cordelia, County of
Cardwell Signatures: Grantor 20. 6. Shold	1. 411
Signatures: Grantor W. C. Bobble	Grantee / "PU
and the state of t	
	Date 7/12/00
ASSESSMENT AND ADDRESS OF THE PROPERTY OF THE	Date 7/12/00
Conditions Last Raview Date 1/12/00	Page 3/4.

- 12. The Grantee shall pay to the Grantor compensation for the grant of the Easement an amount of \$ Nil as agreed to by the Grantor and the Grantee, on the completion of the easement documentation, and in default of agreement as determined by a value appointed by the Australian Institute of Land Valuers and Economist Incorporated. The valuer's costs are to be paid by the Grantee.
- 13. In the event that the Grantee shall no longer require the easement for receival of sugar cane from cane growers the Grantee shall surrender unto the Grantor or his successor the said easement. If in the event the Grantee fails to do so the Grantor for the purpose of the surrender of the said easement is hereby appointed the Attorney of the Grantee which power shall be exercised only in the case of removal of the said tramway/railway siding or the easement is no longer required for receival of cane, sufficient power shall be a statutory declaration to that effect by the Grantor.

The Said Land (Easement): Part of Lot 1 on RP 733 Cardwell Signatures: Grantor 20. E. Shobbs.	776, Paris Grantee	h of Cordelia, County of	
And things from Business Date 1/10/00	Date	7/12/00 Page 4/4.	

Page

651

### Sugar Industry Act 1999

### NOTICE OF GRANT OF ACCESS RIGHT BY THE HOLDER OF LAND

FILE 651

### **SECTION 64**

IN THE MATTER OF the Sugar Industry Act 1999

- and -

IN THE MATTER OF a grant of an access right being a cane railway easement under Section 64 of the abovementioned Act through land owned by IAN McLAREN KEMP and described as Lot 324 on Crown Plan CAR 12410 Parish of Cordelia, County of CARDWELL.

### TAKE NOTICE that I/We IAN McLAREN KEMP

being the holders of the land described herein, hereby grant to CSR Sugar (Herbert) Pty Ltd (ACN 099 000 361), owners of the Herbert River Mills (Macknade & Victoria mills), a cane railway easement to facilitate harvest of cane and supply of cane to the mill upon land described as part of

Parish of Cordelia, County of CARDWELL

Lot 324 on Crown Plan CAR 12410

comprising an area of easement of approximately 0.995 hectares, being marked on the plan annexed hereto in red shown as "EASEMENT AREA",

for a period of ten years commencing on 1st January 2008.

Subject to the attached conditions numbered 1 to 17.

Amount of Compensation \$ Nil.

Signature of Each Land-holder as Grantor

DATED this

day of

2009

Signature of Mill Owner's Representative as Grantee

DATED this

day of

2009

Revised July 2008 ·

### SCHEDULE OF CONDITIONS FOR A GRANT OF ACCESS RIGHT FOR CANE RAILWAY EASEMENT PURSUANT TO Sec. 64 of the SUGAR INDUSTRY ACT 1999

MILLOWNER:

CSR Sugar (Herbert) Pty Ltd (ACN 099 000 361)

LANDHOLDERS:

Ian McLaren KEMP

**DURATION:** 

For the period of ten years commencing on 1st January 2008

PROPERTY OVER WHICH

**EASEMENT IS GRANTED:** 

Part of Lot 324 on Crown Plan CAR 324, Parish of Cordelia, Being the Area shown out to five metres from the centre of the constructed cane railway line as shown in red on the attached sketch plan as "EASEMENT AREA".

- 1. The Millowner shall be entitled at all times to construct, extend or place upon any part of the property described above ("the Easement Land") tramlines, sidings, associates structures or and railway lines for the purpose of moving locomotives, carriages, wagons, other rolling stock and other vehicles of any kind ("Vehicles") loaded or unloaded, and to maintain, repair, alter, remove or replace any parts of those tramlines or railway lines, sidings or structures and to excavate, drain, and make cuttings, embankments, bridges, culverts and other such works as the Millowner may reasonably require for the above purposes on the Easement Land.
- 2. The Millowner shall be entitled, after such consultation with the Landholder as is reasonably practicable in the circumstances, to enter upon the Landholder's land with servants contractors or other authorised persons for the purposes of gaining access to the Easement Land to construct, extend, maintain, repair, inspect, alter or carry out any other necessary works or actions on or about the tramlines, sidings, railway lines or associated structures or as is necessary to enable the Millowner to comply with its obligations under these conditions. Other than in an emergency situation, such access shall be effected upon reasonable notice to the Landholder and in such a manner as to minimise inconvenience to the Landholder.
  - The Millowner shall promptly reinstate any damage caused by the Millowner, or the Millowner's servants, contractors or other authorised persons in the course of gaining access to or carrying out works on the Easement Land.
- 3. Activities carried out by the Millowner on the Easement Land shall be carried out as expeditiously as is reasonably practicable so as to minimise any adverse effects upon the beneficial use and enjoyment by the Landholder or his/her executors, administrators and assigns of the Landholder's land.
- 4. For the above purposes, the Millowner and any persons authorised by the Millowner shall each be entitled at all times to enter and remain on the Easement Land and to bring on the Easement Land any machinery, plant equipment or Vehicles.
- 5. The Landholder shall pay and discharge all rates, taxes and other outgoings payable in respect of the Easement Land.
- 6. The Landholder shall not construct any building or other structure upon the Easement Land without the prior written consent of the Millowner, and the Landholder shall not use the Easement Land in any manner which may interfere with the exercise by the Millowner of the Millowner's rights under this Easement.

- 7. The Landholder shall take reasonable care to ensure that the tramline, railway line, sidings, any crossings or other associated structures on the Easement Land are not damaged by the Landholder or his/her servants contractors or other authorised persons. The Landholder shall promptly reinstate any damage.
- 8. The Millowner shall indemnify the Landholder against all reasonable claims, actions and demands of any kind arising out of or in connection with the Easement or with the use by the Millowner of the Easement Land pursuant to the Easement.
- 9. The Millowner shall keep the Easement Land reasonably clear of noxious weeds and undergrowth.
- 10. The Millowner shall, after consultation with the Landowner, carry out such drainage works and construct or place such culverts or pipes or drains under or around any tramline, railway line or siding constructed on the Easement Land as is reasonably necessary to rectify any detrimental effect upon the efficient drainage of the Easement Land.
  - This Condition shall apply to any work carried out by or on behalf of the Millowner on or around any such tramline, railway line or siding subsequent to the grant of the Easement.
  - Future maintenance of such drainage works, culverts, pipes or drains shall be the Millowner's responsibility.
- 11. The Millowner shall construct such vehicle and machinery crossings over the cane tramline, railway line or siding constructed or to be constructed as are reasonably necessary for the efficient and reasonable use of the Landholder's land. Future maintenance of such vehicle and machinery crossings shall be the Millowner's responsibility.
- 12. The Millowner shall ensure that all ballast is retained and remains on the Easement Land. In the event that ballast is washed or otherwise deposited from the Easement Land onto other land the Millowner shall, to the extent that it is reasonably practicable to do so, remove such ballast.
- 13. The Millowner shall, within twelve (12) months from the surrender or extinguishment of the Easement, remove from the Easement Land all tramline, railway line, sleepers, ballast and other such material placed on the Easement Land in connection therewith.
- 14. The Millowner shall effect and at all times maintain a Broadform General & Products Liability Insurance Policy (the "insurance policy") indemnifying each of the Millowner and the Landholder as insureds against all claims made by or on behalf of any person (including the Millowner or the Landholder) in respect of death of or bodily injury to persons and/or loss of or damage to property arising out of or in connection with the exercise by the Millowner of the Millowner's rights in relation to the Easement, to the extent where the death, injury, loss or damage has been caused as a consequence of the Millowner's negligent acts, errors or omissions.

The insurance policy shall contain a Cross Liability Clause and a Waiver of Subrogation Clause.

The Millowner shall undertake a review of the insurance policy on a regular basis (being at least every five years) with a reputable insurance broker (who shall be a current member of the National Insurance Brokers Association or similar or successor association) to ascertain the appropriate limit of liability under the insurance policy.

The Millowner shall maintain insurance of AUD \$10 million dollars or such higher amount as may be recommended by its insurance broker as part of the Millowner's review of the insurance policy from time to time.

The Millowner shall, upon receipt of a written request by the Landholder, provide the Landholder with evidence of an insurance policy having been effected in accordance with this condition.

15. The Millowner shall pay all costs, charges and expenses of and incidental to the preparation, execution, stamping and registration of the Easement, and of any plan or survey required for it.

In the event that an Easement in this form to be registered with the Queensland Land Registry, or any like successor to the Queensland Land Registry, is required to be converted to any other form of Easement or registered with any other body, then the Landholder hereby consents to the Millowner, at the Millowner's expense, preparing such other documents that are necessary to properly give effect to the replacement or continuance of the Easement, and the Landholder shall sign such documents and do all things necessary and expeditiously for the Millowner to register the new documents and surrender the old form of Easement so as to ensure continuity in respect of the Easement Land.

16. The Landholder's obligations under the Easement shall be binding upon all executors, administrators, assigns and successors in title to the Easement Land.

The Millowner's obligations under the Easement shall be binding on its successors, administrators and assigns.

17. Where a cane delivery siding is constructed, or is to be constructed on the Easement Land following consultation between the Landholder and the Millowner, the Landholder will not unreasonably refuse access to cane growers other than the Landholder to deliver sugar cane to the siding constructed on the Easement Land in accordance with a cane supply contract for the time being in force.

			•
DATED at	this	day of	2010.

Reviewed Jul 2008

#### Title Reference 20881095



Page # 487

# 4821

FORM E-1

Sugar Industry Act 1999

### NOTICE OF GRANT OF EASEMENT BY THE HOLDER OF LAND

#### **SECTION 64**

IN THE MATTER OF the Sugar Industry Act 1999

- and -

IN THE MATTER OF a grant of a cane railway easement under Section 64 of the abovementioned Act through land owned by

Leslie George BRUSH and Jason Leslie BRUSH and described as Lot 1 on RP 723289

Parish of Waterview, County of CARDWELL.

TAKE NOTICE that I/We Leslie George BRUSH and Jason Leslie BRUSH

being the holders of the land described herein, hereby grant to CSR Sugar (Herbert) Pty Ltd (ACN 099 000 361), owners of the Herbert River Mills (Macknade & Victoria mills), a cane railway easement to facilitate harvest of cane and supply of cane to the mill upon land described as part of

Lot 1 on RP 723289

Parish of Waterview, County of CARDWELL comprising an area of easement of approximately 0.2880 hectares, being marked on the plan annexed hereto as "EASEMENT".

Subject to the attached conditions numbered 1 to 17.

Amount of Compensation \$2,304

Signature of Each Landholder as Grantor

DATED this

day of

2008

Signature of Mill Owner's Representative as Grantee

DATED this

day of

2008

### SCHEDULE OF CONDITIONS FOR EASEMENTS SUGAR INDUSTRY ACT 1999

MILLOWNER:

CSR Sugar (Herbert) Pty Ltd (ACN 099 000 361)

LANDHOLDERS:

Leslie George BRUSH and Jason Leslie BRUSH

PROPERTY OVER WHICH

**EASEMENT IS GRANTED:** 

Part of Lot 1 on RP 723289, Parish of Waterview,

Being the Area shown as "EASEMENT" on the attached sketch plan.

- 1. The Millowner shall be entitled at all times to construct, extend or place upon any part of the property described above ("the Easement Land") tramlines, sidings, associates structures or and railway lines for the purpose of moving locomotives, carriages, wagons, other rolling stock and other vehicles of any kind ("Vehicles") loaded or unloaded, and to maintain, repair, alter, remove or replace any parts of those tramlines or railway lines, sidings or structures and to excavate, drain, and make cuttings, embankments, bridges, culverts and other such works as the Millowner may reasonably require for the above purposes on the Easement Land.
- 2. The Millowner shall be entitled, after such consultation with the Landholder as is reasonably practicable in the circumstances, to enter upon the Landholder's land with servants contractors or other authorised persons for the purposes of gaining access to the Easement Land to construct, extend, maintain, repair, inspect, alter or carry out any other necessary works or actions on or about the tramlines, sidings, railway lines or associated structures or as is necessary to enable the Millowner to comply with its obligations under these conditions. Other than in an emergency situation, such access shall be effected upon reasonable notice to the Landholder and in such a manner as to minimise inconvenience to the Landholder.

The Millowner shall promptly reinstate any damage caused by the Millowner, or the Millowner's servants, contractors or other authorised persons in the course of gaining access to or carrying out works on the Easement Land.

- 3. Activities carried out by the Millowner on the Easement Land shall be carried out as expeditiously as is reasonably practicable so as to minimise any adverse effects upon the beneficial use and enjoyment by the Landholder or his/her executors, administrators and assigns of the Landholder's land.
- 4. For the above purposes, the Millowner and any persons authorised by the Millowner shall each be entitled at all times to enter and remain on the Easement Land and to bring on the Easement Land any machinery, plant equipment or Vehicles.
- 5. The Landholder shall pay and discharge all rates, taxes and other outgoings payable in respect of the Easement Land.
- 6. The Landholder shall not construct any building or other structure upon the Easement Land without the prior written consent of the Millowner, and the Landholder shall not use the Easement Land in any manner which may interfere with the exercise by the Millowner of the Millowner's rights under this Easement.

- 7. The Landholder shall take reasonable care to ensure that the tramline, railway line, sidings, any crossings or other associated structures on the Easement Land are not damaged by the Landholder or his/her servants contractors or other authorised persons. The Landholder shall promptly reinstate any damage.
- 8. The Millowner shall indemnify the Landholder against all reasonable claims, actions and demands of any kind arising out of or in connection with the Easement or with the use by the Millowner of the Easement Land pursuant to the Easement.
- 9. The Millowner shall keep the Easement Land reasonably clear of noxious weeds and undergrowth.
- 10. The Millowner shall, after consultation with the Landowner, carry out such drainage works and construct or place such culverts or pipes or drains under or around any tramline, railway line or siding constructed on the Easement Land as is reasonably necessary to rectify any detrimental effect upon the efficient drainage of the Easement Land.
  - This Condition shall apply to any work carried out by or on behalf of the Millowner on or around any such tramline, railway line or siding subsequent to the grant of the Easement.
  - Future maintenance of such drainage works, culverts, pipes or drains shall be the Millowner's responsibility.
- 11. The Millowner shall construct such vehicle and machinery crossings over the cane tramline, railway line or siding constructed or to be constructed as are reasonably necessary for the efficient and reasonable use of the Landholder's land. Future maintenance of such vehicle and machinery crossings shall be the Millowner's responsibility.
- 12. The Millowner shall ensure that all ballast is retained and remains on the Easement Land. In the event that ballast is washed or otherwise deposited from the Easement Land onto other land the Millowner shall, to the extent that it is reasonably practicable to do so, remove such ballast.
- 13. The Millowner shall, within twelve (12) months from the surrender or extinguishment of the Easement, remove from the Easement Land all tramline, railway line, sleepers, ballast and other such material placed on the Easement Land in connection therewith.
- 14. The Millowner shall effect and at all times maintain a Broadform General & Products Liability Insurance Policy (the "insurance policy") indemnifying each of the Millowner and the Landholder as insureds against all claims made by or on behalf of any person (including the Millowner or the Landholder) in respect of death of or bodily injury to persons and/or loss of or damage to property arising out of or in connection with the exercise by the Millowner of the Millowner's rights in relation to the Easement, to the extent where the death, injury, loss or damage has been caused as a consequence of the Millowner's negligent acts, errors or omissions.

The insurance policy shall contain a Cross Liability Clause and a Waiver of Subrogation Clause.

The Millowner shall undertake a review of the insurance policy on a regular basis (being at least every five years) with a reputable insurance broker (who shall be a current member of the National Insurance Brokers Association or similar or successor association) to ascertain the appropriate limit of liability under the insurance policy.

The Millowner shall maintain insurance of AUD \$10 million dollars or such higher amount as may be recommended by its insurance broker as part of the Millowner's review of the insurance policy from time to time.

The Millowner shall, upon receipt of a written request by the Landholder, provide the Landholder with evidence of an insurance policy having been effected in accordance with this condition.

- 15. The Millowner shall pay all costs, charges and expenses of and incidental to the preparation, execution, stamping and registration of the Easement, and of any plan or survey required for it.
  - In the event that an Easement in this form registered by the Sugar Industry Commissioner, or any like successor to the Sugar Industry Commissioner, is required to be converted to any other form of Easement or registered with any other body, then the Landholder hereby consents to the Millowner, at the Millowner's expense, preparing such other documents that are necessary to properly give effect to the replacement or continuance of the Easement, and the Landholder shall sign such documents and do all things necessary and expeditiously for the Millowner to register the new documents and surrender the old form of Easement so as to ensure continuity in respect of the Easement Land.
- 16. The Landholder's obligations under the Easement shall be binding upon all executors, administrators, assigns and successors in title to the Easement Land.

The Millowner's obligations under the Easement shall be binding on its successors, administrators and assigns.

17. Where a cane delivery siding is constructed, or is to be constructed on the Easement Land following consultation between the Landholder and the Millowner, the Landholder will not unreasonably refuse access to cane growers other than the Landholder to deliver sugar cane to the siding constructed on the Easement Land in accordance with a cane supply contract for the time being in force.

DATED at	this	2	day of	2008	2
DUITED 91		)	uay or	 2000	٠.

### Sugar Industry Act 1999

### NOTICE OF GRANT OF ACCESS RIGHT BY THE HOLDER OF LAND

### **SECTION 64**

IN THE MATTER OF the Sugar Industry Act 1999

- and -

IN THE MATTER OF a grant of an access right being a cane railway easement under Section 64 of the abovementioned Act through land owned by

SALVATORE BLANCO

and described as Lot 4 on RP 708438

Parish of Trebonne, County of CARDWELL.

### TAKE NOTICE that I/We SALVATORE BLANCO

being the holder of the land described herein, hereby grant to CSR Sugar (Herbert) Pty Ltd (ACN 099 000 361), owners of the Herbert River Mills (Macknade & Victoria mills), a cane railway easement to facilitate harvest of cane and supply of cane to mills upon land described as part of

Lot 4 on RP 708438

Parish of Trebonne, County of CARDWELL

comprising an area of easement of approximately 0.704 hectares, being marked on the plan annexed hereto as "C (Ement)" on RP 721826.

Subject to the attached conditions numbered 1 to 17.

Amount of Compensation \$ Nil.

Signature of Each Landholder as Grantor

DATED this day of 2009

Signature of Mill Owner's Representative as Grantee

day of

2009

Revised July 2008

### SCHEDULE OF CONDITIONS FOR A GRANT OF ACCESS RIGHT FOR CANE RAILWAY EASEMENT PURSUANT TO Sec. 64 of the SUGAR INDUSTRY ACT 1999

MILLOWNER:

CSR Sugar (Herbert) Pty Ltd (ACN 099 000 361)

LANDHOLDERS:

Salvatore BLANCO

PROPERTY OVER WHICH

**EASEMENT IS GRANTED:** 

Part of Lot 4 on RP 708438, Parish of Trebonne,

Being the Area shown on the attached plan RP 721826 as "C (Ement)".

- 1. The Millowner shall be entitled at all times to construct, extend or place upon any part of the property described above ("the Easement Land") tramlines, sidings, associates structures or and railway lines for the purpose of moving locomotives, carriages, wagons, other rolling stock and other vehicles of any kind ("Vehicles") loaded or unloaded, and to maintain, repair, alter, remove or replace any parts of those tramlines or railway lines, sidings or structures and to excavate, drain, and make cuttings, embankments, bridges, culverts and other such works as the Millowner may reasonably require for the above purposes on the Easement Land.
- 2. The Millowner shall be entitled, after such consultation with the Landholder as is reasonably practicable in the circumstances, to enter upon the Landholder's land with servants contractors or other authorised persons for the purposes of gaining access to the Easement Land to construct, extend, maintain, repair, inspect, alter or carry out any other necessary works or actions on or about the tramlines, sidings, railway lines or associated structures or as is necessary to enable the Millowner to comply with its obligations under these conditions. Other than in an emergency situation, such access shall be effected upon reasonable notice to the Landholder and in such a manner as to minimise inconvenience to the Landholder.

The Millowner shall promptly reinstate any damage caused by the Millowner, or the Millowner's servants, contractors or other authorised persons in the course of gaining access to or carrying out works on the Easement Land.

- 3. Activities carried out by the Millowner on the Easement Land shall be carried out as expeditiously as is reasonably practicable so as to minimise any adverse effects upon the beneficial use and enjoyment by the Landholder or his/her executors, administrators and assigns of the Landholder's land.
- 4. For the above purposes, the Millowner and any persons authorised by the Millowner shall each be entitled at all times to enter and remain on the Easement Land and to bring on the Easement Land any machinery, plant equipment or Vehicles.
- The Landholder shall pay and discharge all rates, taxes and other outgoings payable in respect of the Easement Land.
- 6. The Landholder shall not construct any building or other structure upon the Easement Land without the prior written consent of the Millowner, and the Landholder shall not use the Easement Land in any manner which may interfere with the exercise by the Millowner of the Millowner's rights under this Easement.

- 7. The Landholder shall take reasonable care to ensure that the tramline, railway line, sidings, any crossings or other associated structures on the Easement Land are not damaged by the Landholder or his/her servants contractors or other authorised persons. The Landholder shall promptly reinstate any damage.
- 8. The Millowner shall indemnify the Landholder against all reasonable claims, actions and demands of any kind arising out of or in connection with the Easement or with the use by the Millowner of the Easement Land pursuant to the Easement.
- 9. The Millowner shall keep the Easement Land reasonably clear of noxious weeds and undergrowth.
- 10. The Millowner shall, after consultation with the Landowner, carry out such drainage works and construct or place such culverts or pipes or drains under or around any tramline, railway line or siding constructed on the Easement Land as is reasonably necessary to rectify any detrimental effect upon the efficient drainage of the Easement Land.

This Condition shall apply to any work carried out by or on behalf of the Millowner on or around any such tramline, railway line or siding subsequent to the grant of the Easement.

Future maintenance of such drainage works, culverts, pipes or drains shall be the Millowner's responsibility.

- 11. The Millowner shall construct such vehicle and machinery crossings over the cane tramline, railway line or siding constructed or to be constructed as are reasonably necessary for the efficient and reasonable use of the Landholder's land. Future maintenance of such vehicle and machinery crossings shall be the Millowner's responsibility.
- 12. The Millowner shall ensure that all ballast is retained and remains on the Easement Land. In the event that ballast is washed or otherwise deposited from the Easement Land onto other land the Millowner shall, to the extent that it is reasonably practicable to do so, remove such ballast.
- 13. The Millowner shall, within twelve (12) months from the surrender or extinguishment of the Easement, remove from the Easement Land all tramline, railway line, sleepers, ballast and other such material placed on the Easement Land in connection therewith.
- 14. The Millowner shall effect and at all times maintain a Broadform General & Products Liability Insurance Policy (the "insurance policy") indemnifying each of the Millowner and the Landholder as insureds against all claims made by or on behalf of any person (including the Millowner or the Landholder) in respect of death of or bodily injury to persons and/or loss of or damage to property arising out of or in connection with the exercise by the Millowner of the Millowner's rights in relation to the Easement, to the extent where the death, injury, loss or damage has been caused as a consequence of the Millowner's negligent acts, errors or omissions.

The insurance policy shall contain a Cross Liability Clause and a Waiver of Subrogation Clause.

The Millowner shall undertake a review of the insurance policy on a regular basis (being at least every five years) with a reputable insurance broker (who shall be a current member of the National Insurance Brokers Association or similar or successor association) to ascertain the appropriate limit of liability under the insurance policy.

The Millowner shall maintain insurance of AUD \$10 million dollars or such higher amount as may be recommended by its insurance broker as part of the Millowner's review of the insurance policy from time to time.

The Millowner shall, upon receipt of a written request by the Landholder, provide the Landholder with evidence of an insurance policy having been effected in accordance with this condition.

- 15. The Millowner shall pay all costs, charges and expenses of and incidental to the preparation, execution, stamping and registration of the Easement, and of any plan or survey required for it.
  - In the event that an Easement in this form to be registered with the Queensland Land Registry, or any like successor to the Queensland Land Registry, is required to be converted to any other form of Easement or registered with any other body, then the Landholder hereby consents to the Millowner, at the Millowner's expense, preparing such other documents that are necessary to properly give effect to the replacement or continuance of the Easement, and the Landholder shall sign such documents and do all things necessary and expeditiously for the Millowner to register the new documents and surrender the old form of Easement so as to ensure continuity in respect of the Easement Land.
- 16. The Landholder's obligations under the Easement shall be binding upon all executors, administrators, assigns and successors in title to the Easement Land.
  - The Millowner's obligations under the Easement shall be binding on its successors, administrators and assigns.
- 17. Where a cane delivery siding is constructed, or is to be constructed on the Easement Land following consultation between the Landholder and the Millowner, the Landholder will not unreasonably refuse access to cane growers other than the Landholder to deliver sugar cane to the siding constructed on the Easement Land in accordance with a cane supply contract for the time being in force.

DATED at	this	day of	_2009.

Reviewed Jul 2008

Title Reference 21079025

Page

# SUGAR INDUSTRY COMMISSIONER

FORM E-1

Sugar Industry Act 1999

NOTICE OF GRANT OF EASEMENT BY THE HOLDER OF LAND

**SECTION 64** 

IN THE MATTER OF the Sugar Industry Act 1999

- and -

IN THE MATTER OF a grant of a cane railway easement under Section 64

OLD STAMP DUTY - TVL

of the abovementioned Act through land owned by

**Ross Steve GIRGENTI** 

2010083514-2

and described as Lot 1 on RP 730136

10/05/2001 13:22:47

Parish of Trebonne, County of CARDWELL.

TAKE NOTICE that I/We Ross Steve GIRGENTI

being the holder of the land described herein, hereby grants to CSR Limited (ACN 000 001 276), owners of the Herbert River Mill (Macknade & Victoria mills), a cane railway easement to facilitate harvest of cane and supply of cane to the mill upon land described as part of

Lot 1 on RP 730136 Parish of Trebonne, County of CARDWELL comprising an area of easement of approximately 0.110 hectares, being marked on the plans annexed hereto.

Subject to the attached conditions numbered 1 to 15.

Amount of Compensation \$ Nil.

Signature of Land Holder

DATED this

3014

day of APRIL

2001

Signature of Mill Owner's Representative

DATED this 30

30m

day of Paprace

2001

sic/access rights - Application - consent easement23/3/00

## SCHEDULE OF CONDITIONS FOR EASEMENT UNDER SECTION 63 OF THE SUGAR INDUSTRY ACT 1999

**GRANTEE:** 

CSR Limited (A.C.N. 000 001 276)

**GRANTOR (LANDHOLDER):** 

**Ross Steve GIRGENTI** 

THE SAID LAND (EASEMENT): Part of Lot 1 on RP 730136, Parish of Trebonne, County of Cardwell, generally five (5) metres to the East of the centre line of the constructed railway line.

The Grantee shall have full and free right and liberty at any time after the date 1. hereof to build construct and lay down in along or upon any portion of the said land a tramline or railway line or lines for the purpose of running or drawing or waylaying locomotives carriages wagons trucks or other vehicles loaded or unloaded and rolling stock propelled by horse steam combustion or other power and at any time to maintain repair take up alter or remove relay renew or replace the whole or any part thereof and for such purposes to make excavations or drains thereon and dig into open up or break up the soil of the said land and to make cuttings embankments bridges culverts drains or other works and ballast as the Grantee shall think fit therein and thereon PROVIDED that the Grantee shall whenever carrying out such operation or work as aforesaid carry out the same with all convenient speed in order to reduce to a minimum inconvenience or embarrassment to the beneficial use and enjoyment by the Grantor his executors administrators and assigns of the adjoining land of the Grantor.

2.

- (a) For all or any of the purposes aforesaid the Grantee shall have full free and uninterrupted right and liberty at all time by day and night and from time to time to enter upon and to go pass and repass over along and upon the land or any part thereof with or without engineers surveyors workmen and licensees and other persons and with or without machinery plant and equipment locomotives carriages wagons trucks and rolling stock.
- (b) (Applicable only where a siding is constructed on the easement area)

The Grantor permits the Grantee to allow cane growers other than the Grantor to deliver sugar cane to the siding constructed on the said land in accordance with the relevant cane supply and processing agreement.

3. The Grantor shall pay and discharge all rates taxes and other outgoings payable in respect of the said land.

The Said Land (Easement): Part of-Lot	on RP730136, Paris	h of Tehonge.
Signatures: Grantor	Grantee_	<u>Juno</u>
	Date	30/4/01
Conditions Last Review Date Jan 01		Page 1/3.

- 4. The Grantor shall not erect build or construct any building or structure upon the said land without the consent of the grantee in writing first had and obtained which consent shall not be unreasonably withheld nor shall he deliberately use the land in any manner which may interfere with the enjoyment by the Grantee of the Grantee's right hereunder nor shall he deliberately interfere with safe operating procedures of the Grantee on the said land.
- 5. The Grantee shall at all times indemnify and hold the Grantor harmless against all actions, proceedings, claims, demands, liability, loss, damage, cost and expenses which the Grantor may suffer, incur or sustain in connection with or arising out of or as a consequence of these presents or with the use of the Grantee or any other person of the said land in pursuance of these presents.
- 6. The Grantee shall at all times maintain a Broadform General and Products Liability Insurance Policy Indemnifying each of the grantee and the Landholder and his executors administrators and assigns and the occupiers from time to time of Lot 1 on RP 730136 against all claims made by or on behalf or any person (including the Grantee or the Landholders) in respect of death of or bodily injury to persons and/or loss of or damage to property arising out of or in connection with the exercise by the Grantee of the Grantee's rights in relation to the Easement.

Such insurance shall be for an amount of not less than Ten Million Dollars (\$10,000,000) increased each year in proportion to increases in the Consumer Price Index for the City of Brisbane and shall contain a Cross Liability Clause.

- 7. The Grantee will at all times during the term of this Easement keep the said land clear and free from all vegetation including noxious weeds plants and undergrowth and in the event of default on the part of the Grantee in the performance and observance by the Grantee of the obligation herein expressed the Grantor shall have the right after giving to the grantee one (1) months notice in writing of his intention so to do, to enter in and upon the said land and to clear the said vegetation and the cost and expense shall be chargeable by the Grantor against the Grantee.
- 8. All costs charges and expenses of and incidental to the preparation execution stamping and registration hereof and any survey fee or registration fees on such plan or survey shall be paid by the Grantee.
- 9. The burden of the stipulations of this agreement shall pass with and bind the land so as to enure and to bind all persons deriving title thereto.
- 10. The Grantee will construct or place such culverts or pipes or drains under or around the cane tramway/railway, siding and access road constructed or to be constructed on or over the said land as aforesaid as shall be reasonably necessary at the time of construction for the proper and efficient drainage for the removal of surface water which may collect upon the Grantor's land as

The Said Land (Easement): Part of Lot 1 on RP730 Signatures: Grantor Signatures:	0136, Parish	of Tempine.	_
Signatures: Grantor W.S. Strature	Grantee	الملك	
	Date	30/4/01	_

indicated on the attached plan. Provided that if the culverts, pipes or drains as reasonably necessary to achieve proper and efficient drainage as indicated on the attached plan do not reasonably provide for the proper and efficient drainage for removal of surface water then such further culverts, pipes and efficient drainage for removal of surface water shall be constructed. Future maintenance of such culverts, pipes or drains will be the Grantee's responsibility and in the event of default on the part of the Grantee in the performance and observance by the Grantee of the obligations herein expressed the Grantor shall have the right after giving to the Grantee one (1) months notice in writing of his intentions so to do, to maintain the said culverts, pipes or drains and the cost and expense shall be chargeable by the Grantor against the Grantee.

- 11. The Grantee at the time of construction will construct such vehicle and machinery crossings as in the Grantor's reasonable opinion are necessary for the efficient and reasonable use of the Grantor's land as on the attached plan. Future maintenance of the vehicle and machinery crossings will be the Grantor's responsibility except an area contained within two metres either side of the centre of the cane tramway/railway lines which shall be maintained by the Grantee. Provided that the Grantee shall at the Grantee's expense supply such reasonable quantity of gravel or earth fill as may from time to time be required to maintain such vehicle and machinery crossings within this easement area in the event that periodic re-ballasting of the tramway/railway by the Grantee alters the level of such crossings.
- 12. The Grantee shall pay to the Grantor compensation for the grant of the Easement an amount of \$ Nil as agreed to by the Grantor and the Grantee, on the completion of the easement documentation.
- 13. In the event that the Grantee shall no longer require the easement for receival of sugar cane from cane growers the Grantee shall surrender unto the Grantor or his successor the said easement. If in the event the Grantee fails to do so the Grantor for the purpose of the surrender of the said easement is hereby appointed the Attorney of the Grantee which power shall be exercised only in the ease of removal of the said tramway/railway siding or the easement is no longer required for receival of cane, sufficient power shall be a statutory declaration to that effect by the Grantor.
- 14. The Landholder's obligations under the Easement shall be binding upon all successors in title to the Easement Land.
- 15. The Grantee's obligations hereunder shall be binding on its administrators and assigns.

		$\triangle$	.1	
The Said Land (Easement): Part of Lot 1 on RP730	136, Paris	ofarre	hom	ie.
Signatures: Grantor A. Surger	Grantee	L	ti	3
	· · ·	1	<u> </u>	
	Date	<u>}&amp;\</u>	4	101
			<b>,</b>	

### SUGAR INDUSTRY COMMISSIONER

FORM E-1

Sugar Industry Act 1999

NOTICE OF GRANT OF EASEMENT BY THE HOLDER OF LAN

replaces \$4585

44631

# 4631

### **SECTION 64**

IN THE MATTER OF the Sugar Industry Act 1999

- and -

IN THE MATTER OF a grant of a cane railway easement under Section 64 of the abovementioned Act through land owned by

CAREY INVESTMENTS Pty. Ltd.

and described as

Lot 2 on RP 857787 Parish of LEACH, County of CARDWELL.

TAKE NOTICE that I/We CAREY INVESTMENTS Pty. Ltd.

being the holder of the land described herein, hereby grant to

CSR Limited (ABN 90 000 001 276) owner of the Herbert River Mill

(Victoria & Macknade mills), a cane railway easement to facilitate harvest of

cane and supply of cane to the mill upon land described as

Lot 2 on RP 857787 Parish of LEACH, County of CARDWELL.

comprising an area of easement of **0.7394** hectares, being marked on the plan annexed hereto.

Subject to the attached conditions numbered 1 to 13.

Amount of Compensation \$ Nil.

Signature of Land Holder(s)

DATED this

day of

2001

Signature of Mill Owner's Representative

DATED this

day of

2001

sic/access rights - Application - consent easement23/3/00

# SCHEDULE OF CONDITIONS - GRANT OF EASEMENT UNDER SECTION 64 OF THE SUGAR INDUSTRY ACT 1999

**GRANTEE:** 

CSR Limited (ABN 90 000 001 276)

**GRANTOR (LANDHOLDER):** 

CAREY INVESTMENTS Pty. Ltd.

THE SAID LAND (EASEMENT): Part of Lot 2 on RP 857787, Parish of Leach, County of Cardwell, marked as "EMT H" on

the plan attached.

- The Grantee shall have full and free right and liberty at any time after the date 1. hereof to build construct and lay down in along or upon any portion of the said land a tramline or railway line or lines for the purpose of running or drawing or way laying locomotives carriages wagons trucks or other vehicles loaded or unloaded and rolling stock propelled by horse steam combustion or other power and at any time to maintain repair take up alter or remove relay renew or replace the whole or any part thereof and for such purposes to make excavations or drains thereon and dig into open up or break up the soil of the said land and to make cuttings embankments bridges culverts drains or other works and ballast as the Grantee shall think fit therein and thereon PROVIDED that the Grantee shall whenever carrying out such operation or work as aforesaid carry out the same with all convenient speed in order to reduce to a minimum inconvenience or embarrassment to the beneficial use and enjoyment by the Grantor his executors administrators and assigns of the adjoining land of the Grantor.
- 2. For all or any of the purposes aforesaid the Grantee shall have full free and (a) uninterrupted right and liberty at all time by day and night and from time to time to enter upon and to go pass and repass over along and upon the land or any part thereof with or without engineers surveyors workmen and licensees and other persons and with or without machinery plant and equipment locomotives carriages wagons trucks and rolling stock.
  - Where a cane delivery siding is constructed on the said land, the Grantor (þ) permits the Grantee to allow cane growers other than the Grantor to deliver sugar cane to the siding constructed on the said land in accordance with the relevant Supply Agreement.
  - Where a cane delivery siding is constructed on the said land, the Grantor (c) will have priority and preference for the use of that siding for the Grantor's harvest rotations from their own lands and the lands of other growers for whom the Grantor for the time being provides a service as a cane harvesting contractor. Such priority and preference may be exercised by the

The Said Land (Easement): Part of Lot 2 on	RP 857787, Parish of Leach		
Signatures: Grantor	Grantee		
Water and the state of the stat			
	Date		

Grantor by giving no less than three days notice of intention to use the siding to other siding users.

- 3. The Grantor shall pay and discharge all rates taxes and other outgoings payable in respect of the said land.
- 4. The Grantor shall not erect build or construct any building or structure upon the said land without the consent of the grantee in writing first and obtained which consent shall not be unreasonably withheld nor shall he use the land in any manner which may substantially interfere with the enjoyment by the Grantee of the Grantee's right hereunder nor shall he interfere with safe operating procedures of the Grantee the said land.
- 5. The Grantee shall at all times indemnify and hold the Grantor harmless against all actions, proceedings, claims, demands, liability, loss, damage, cost and expenses which the Grantor may suffer, incur or sustain in connection with or arising out of or as a consequence of these presents or with the use of the Grantee or any other person of the said land in pursuance of these presents.
- 6. The Grantee shall at all times maintain a Broadform General and Products Liability Insurance Policy Indemnifying each of the grantee and the Landholder against all claims made by or on behalf or any person (including the Grantee or the Landholders) in respect of death of or bodily injury to persons and/or loss of or damage to property arising out of or in connection with the exercise by the Grantee of the Grantee's rights in relation to the Easement.

Such insurance shall be for an amount of not less than \$5,000,000 and shall contain a Cross Liability Clause.

- 7. The Grantee will at all times during the term of this Easement keep the said land clear and free from all vegetation including noxious weeds plants and undergrowth and in the event of default on the part of the Grantee in the performance and observance by the Grantee of the obligation herein expressed the Grantor shall have the right after giving to the grantee one (1) months notice in writing of his intention so to do to enter in and upon the said land and to clear the said vegetation and the cost and expense shall be chargeable by the Grantor against the Grantee.
- 8. All costs charges and expenses of and incidental to the preparation execution stamping and registration hereof and any survey fee or registration fees on such plan or survey shall be paid by the Grantee.
- 9. The burden of the stipulations of this agreement shall pass with and bind the land so as to enure to bind all persons deriving title thereto.

The Said Land (Easement): Part of Lot 2	2 on RP 85 / /8 /, Parish of Leach
Signatures: Grantor	Grantee
	<del></del>
	Date
***************************************	

- The Grantee will construct or place such culverts or pipes or drains under or 10. around the cane tramway/railway siding and access road constructed or to be constructed on or over the said land as aforesaid as shall be reasonably necessary at the time of construction for the proper and efficient drainage for the removal of surface water which may collect upon the Grantor's land as indicated on the Provided that if the culverts, pipes or drains as reasonably attached plan. necessary to achieve proper and efficient drainage as indicated on the attached plan do not reasonably provide for the proper and efficient drainage for removal of surface water then such further culverts, pipes and efficient drainage for removal of surface water shall be constructed. Future maintenance of such culverts, pipes or drains will be the Grantee's responsibility and in the event of default on the part of the Grantee in the performance and observance by the Grantee of the obligations herein expressed the Grantor shall have the right after giving to the Grantee one (1) months notice in writing of his intentions so to do to maintain the said culverts, pipes or drains and the cost and expense shall be chargeable by the Grantor against the Grantee.
- 11. The Grantee at the time of construction will construct such vehicle and machinery crossings as in the Grantor's reasonable opinion are necessary for the efficient and reasonable use of the Grantor's land as on the attached plan. Future maintenance of the vehicle and machinery crossings will be the Grantor's responsibility except an area contained within two metres either side of the centre of the cane tramway/railway lines that shall be maintained by the Grantee. Provided that the Grantee shall at the Grantee's expense supply such reasonable quantity of gravel or earth fill as may from time to time be required to maintain such vehicle and machinery crossings within this easement area in the event that periodic reballasting of the tramway/railway by the Grantee alters the level of such crossings.
- 12. The Grantee shall pay to the Grantor compensation for the grant of the Easement an amount of \$ Nil as agreed to by the Grantor and the Grantee, on the completion of the easement documentation, and in default of agreement as determined by a value appointed by the Australian Institute of Land Valuers and Economist Incorporated. The valuer's costs are to be paid by the Grantee.
- 13. In the event that the Grantee shall no longer require the easement for receival of sugar cane from cane growers the Grantee shall surrender unto the Grantor or his successor the said easement. If in the event the Grantee fails to do so the Grantor for the purpose of the surrender of the said easement is hereby appointed the Attorney of the Grantee which power shall be exercised only in the case of removal of the said tramway/railway siding or the easement is no longer required for receival of cane, sufficient power shall be a statutory declaration to that effect by the Grantor.

The Said Land (Easement): Part of Lot 2	on RP 857787, Parish of Leach
Signatures: Grantor	Grantee
	Date

			_
			•
The Said Land (Easement): «Easement	_Description	» Grantee	
Signatures: Grantor		Claima	
	<del>,</del>		
		Data	
		Date	Page 4/4.
Conditions Last Review Date Friday, 18 December 1998			rago 4/4.





# Sugar Industry Act 1991

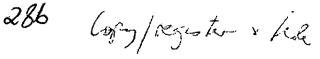
# NOTICE OF GRANT OF EASEMENT BY THE HOLDER OF LAND

#2192

SECTION 11.2(1)(a)

IN THE MATTER OF the Sugar Industry
Act 1991
- and -

•	IN THE MATTER OF a grant of easement under
	Section 11.2(1)(a) of the abovementioned
	Act through land owned by Nelson Luigi
• <b>*</b>	and Victor Joe Reinaudo (
	and described as
	Lot 1 on RP 710487
	Parish of CORDELIA County of CARDWELL
•	·
	gi and Victor Joe Reinaudo
being the holder(s) of the	land described herein, hereby grant
to CSR Limited (ACN 000 001	276)
	an easement for tramway, road, or other
like purposes for the delivery	of came to the mill upon land described
as <u>Lot 1 on RP 710487</u>	
Parish of <u>CORDELIA</u>	County ofCARDWELL
comprising an area of easement of .	0.20 hectare(s), being marked on the plans
annexed hereto.	
M homewal	V. J. Revraude
Signature of Land Holder(s)	•
Signature of Land Holder(s)  DATED this 1574 day of	JUNG 1995
fafle_	
Signature of Mill Owner	
newen star //	Trace 1005





240 Queen Street, Brisbane GPO Box 891, Brisbane Queensland 4001, Australia Telephone: (07) 231 0199 Facsimile: (07) 221 2906 Telex: AA41274

Ref: 00EAS2192

**VICTORIA** 

26 July 1995

Mr SC Smith Chief Manager CSR Limited - Herbert River Mills Victoria Mill Private Mail Bag **INGHAM OLD 4850** 

Dear Stephen -

SECTION 196.(1) (PREVIOUSLY S11.2(1)(A)) GRANT OF EASEMENT MESSRS NL AND VJ REINAUDO TO CSR LIMITED - HERBERT RIVER MILLS -VICTORIA MILL

I refer to your letter of 15 June 1995 attaching a Notice of Grant of Easement dated 6 July 1995 pursuant to Section 196 of the Sugar Industry Act 1991 in which Messrs NL and VJ Reinaudo granted an easement over their land to CSR Limited - Herbert River Mills - Victoria Mill for the purpose of delivering cane to the mill.

I am pleased to confirm that the Corporation has registered the grant in accordance with Section 201 (previously \$11.7) of the Act as requested and that the easement is recorded as:

Easement Number:

2192

Grantor:

Messrs NL and VJ Reinaudo

Grantee:

CSR Limited - Herbert River Mills - Victoria Mill

Over Land Described as:

Lot 1 on RP 710487. Cordelia

Conditions of Easement:

Agreed between the Grantor and the Grantee and as evidenced

by the attached schedule.

Easement Area:

Copy of the Plan defining the easement area is attached.

A receipt for \$10.00 is attached, representing the registration fee for easement number 2192.

Yours sincerely

M Bosscher

DEPUTY CHIEF EXECUTIVE

encl

3\conscat\victoria\lefter.mil

### EASEMENT CONDITIONS

THE TANK THE CONTROL OF THE PARTY OF THE PAR

- The Grantee shall have full and free right and liberty at 1. any time after the date hereof to build construct and lay down in along or upon any portion of the said land a tramline or railway line or lines or roads for the purposes of running or drawing or waylaying locomotives carriages wagons trucks or other vehicles loaded or unloaded and rolling stock propelled by horse steam combustion or other power and at any time to maintain repair take up alter or remove relay renew or replace the whole or any part thereof and for such purposes to make excavations or drains thereon and dig into open up or break up the soil of the said land and to make cuttings embankments bridges culverts drains or other works and ballast as the Grantee shall think fit therein and thereon provided that the Grantee shall whenever carrying out such operation or work as aforesaid carry out the same with all convenient speed in order to reduce to a minimum inconvenience or embarrassment to the beneficial use and enjoyment by the Grantor his executorsadministrators and assigns of the adjoining land of the Grantor.
- 2. For all or any of the purposes aforesaid the Grantee shall have full free and uninterrupted right and liberty at all time by day and night and from time to time to enter upon and to go pass and repass over along and upon the land or any part thereof with or without engineers surveyors workmen and licensees and other persons and with or without machinery plant and equipment locomotives carriages wagons trucks and rolling stock.
- 3. The Grantor shall pay and discharge all rates taxes and other outgoings payable in respect of the said land.
- 4. The Grantor shall not erect build or construct any building or structure upon the said land without the consent of the Grantee in writing first had and obtained which consent shall not be unreasonably withheld nor shall he use the land in any manner which may interfere with the enjoyment by the Grantee of the Grantee's right hereunder nor shall he unreasonably interfere with safe operating procedures of the Grantee on the said land.
- 5. The Grantee shall at all times indemnify and hold the Grantor harmless against all actions, proceedings, claims, demands, liability, costs and expenses which the Grantor may suffer, incur or sustain in connection with or arising out of or as a consequence of these presents or with the use of the Grantee or any other person of the said land in pursuance of these presents.

- Easement keep the said land clear and free from all vegetation including noxious weeds, plants and undergrowth and in the event of default on the part of the Grantee in the performance and observance by the Grantee of the obligation herein expressed the Grantor shall have the right after giving to the Grantee one (1) months hotice in writing of his intention so to do, to enter in and upon the said land and to clear the said vegetation, and the cost and expense shall be chargeable by the Grantor against the Grantee.
- 7. All costs charges and expenses of and incidental to the preparation execution stamping and registration hereof and any survey fee or registration fees on such plan or survey shall be paid by the Grantee.
- 8. The burden of the stipulations of this agreement shall pass with and bind the land so as to ensure to and bind all persons deriving title thereto.
- 9. The Grantee will construct or place such culverts or pipes or drains under or around the cane tramway/railway siding constructed or to be constructed on or over the said land as aforesaid as shall be reasonably necessary at the time of construction for the proper and efficient drainage for the removal of surface water which may collect upon the Grantor's land as indicated on the attached plan. Provided that if the culverts, pipes or drains as reasonably necessary to achieve proper and efficient drainage as indicated on the attached plan do not reasonably provide for the proper and efficient drainage for removal of surface water then such further culverts, pipes and efficient drainage for the removal of surface water shall be constructed. Future maintenance of such culverts, pipes or drains will be the Grantee's responsibility and in the event of default on the part of the Grantee in the performance of observance of the Grantee of the obligations herein expressed the Grantor shall have the right after giving to the Grantee one (1) months notice in writing of his intentions so to do to maintain the said culverts, pipes or drains and the cost and expense shall be chargeable by the Grantor against the Grantee.
- 10. The Grantee at the time of construction will construct such vehicle and machinery crossings as in the Grantor's reasonable opinion are necessary for the efficient and reasonable use of the Grantor's land as on the attached plan. Future maintenance of the vehicle and machinery crossings will be the Grantors responsibility except an area contained within two metres either side of the centre of the cane tramway/railway lines which shall be maintained by the Grantee. Provided that the Grantee shall at the Grantee's expense supply such reasonable quantity of gravel or earth fill as may from time to time be required to maintain such vehicle and machinery crossings within this easement area in the event that periodic re-ballasting of the tramway/railway by the Grantee alters the level of such crossings.

- 11. The Grantee shall pay to the Grantor compensation for the grant of the Easement an amount of \$800-00 as agreed to by the Grantor and the Grantee, on the completion of the easement documentation.
- 12. In the event that the grantee shall no longer require the easement for receival of sugar cane from cane growers the grantee shall surrender unto the granter or his successor the said easement. If in the event the grantee fails to do so the grantor for the purpose of the surrender of the said easement is hereby appointed the Attorney of the grantee which power shall be exercised only in the event of the removal of the said tramway/railway siding or if the easement is no longer required for receival of cane, sufficient proof shall be a statutory declaration to that effect by the grantor.

Grantor: Met Lenenge V. J. Jeuna	ude 15/6/93
Grantori	***********
Grantee for CSR Ltd:	
5/6/95	



THE MANAGER
CSR LIMITED
PMB
INGHAM QLD 4850

Dear Sir/Madam,

RE: Title Reference 40019206

Lot 130 on Plan CWL2187 Lot 122 on Plan CWL2188

An Instrument of Lease for the abovementioned land has now issued and is enclosed herewith.

Yours faithfully

For Registrar of Titles

DISTRIB	UTI	ON		1
D/31109	J		-	1
MGR - CS&T	<del> </del> -	<b>-</b>		L
CHIEF ENG	<del> </del>	┼─		1
SNR ACCT	<del> </del>	┼		7
CIVIL ENG	╁	┼─		7
PROD SUPER		+-		┪
CAFETY	_ـــــــــــــــــــــــــــــــــــــ			ᅥ
HUMAN RESOURCE	<u>=</u>	+		-
				_

2 2 MAR 1999





Title Reference: 40019206

QUEENSLAND

# **LEASE FOR A TERM OF YEARS**

#### 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 121(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 -

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

### Specified Reservations -

- All minerals (as defined by the Mineral Resources Act 1989) on and below the surface of the land
- 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 (b)
- All petroleum (as defined by the Petroleum Act 1923) on and below the surface of the land (c)
- 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 Amison, Officer of the Order of Australia, Governor in and over the State of Queensland and its Dependencies, in the Commonwealth of Australia at Government House, Brisbane, in Queensland aforesaid, this 11th day of March, in the 48th Year of Our Reign and in the year of Our Lord 1999.

### SCHEDULE 1 - DESCRIPTION OF LAND

Lease Ret: TL 211749

Lot/Plan 130/CWL2187

County CARDWELL

Parish I FACH CARDWELL LEACH

122/CWL2188 Area 1.4587 Ha.

Purpose of Lease:

Transport Facility

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

## SCHEDULE 2 - TERM OF LEASE

Commencing on 18 February 1999 for a term of 30 years, expiring on the 17 February 2029

SCHEDULE 3 - LESSEE

CSR LIMITED \*

### **SCHEDULE 4 - SPECIFIED CONDITIONS**

A46

- (1) The lessee shall use the leased land for transport facility purposes.
- (2) In the event of the lessee ceasing to use the leased land as provided for in Condition A46 clause (1) above, the lease may be forfeited or

Department of Natural Resources Reference: 1998/004925

Previous File Ref: SL 24/34554

New Title Ref: 40019206 Continued Next Page ...

Peter america

- (3) The annual rent shall be paid yearly in advance and shall be determined in accordance with the provisions of the Land Act 1994.
- (4) The lessee shall pay the cost of any required re-survey.
- (5) The lessee must keep any noxious plants, on the leased land, under control.
- (6) The lessee has the responsibility for a duty of care for the leased land.
- (7) The lessee shall ensure that the use and development of the leased land conforms to the Town Planning Scheme By-Laws and requirements of the Hinchinbrook Shire Council.
- (8) The lessee must give the Minister administering the Land Act 1994, the information the Minister administering the Land Act 1994 asks for about the lease.
- (9) The lessee shall not destroy any trees on the leased land unless in accordance with a tree clearing permit under the provisions of the Land Act 1994 or the provisions relating to the clearing for routine management purposes as prescribed in the Land Regulations 1995. (NOTE:- Routine Management provisions of the Land Act do not apply on leases over State Forests and Timber Reserves)
- (10) No compensation for improvements or developmental work shall be payable by the State at the expiration of the lease but the lessee shall either have the right to remove the lessees moveable improvements within a period of three months from the expiration of the lease, provided all moneys due by the lessee to the State on any account whatsoever have been paid, or be required to remove those improvements as specified in any further condition of lease.

A47

- (1) 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.
- (2) Except as hereinafter provided the lessee shall not interfere with any forest products or remove any quarry material (including any stone, gravef, 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 of a permit, licence, agreement or contract granted or made under the Forestry Act 1959.
- C320 In all other respects, the lease shall be subject to the provisions of the Land Act 1994 and other relevant State and Commonwealth Acts.
- G42 The lease is not eligible for conversion to freehold tenure in terms of Section 166 of the Land Act 1994.
- H111 The lessee shall at all times during the term of the lease, allow the public free and unrestricted access across the leased land.

Department of Natural Resources Reference: 1998/004925 Previous File Ref: SL 24/34554



## DEPARTMENT OF LANDS

OFFICE ADDRESS:
3rd Floor, State Govt Building
187 - 209 Stanley Street
Townsville

POSTAL ADDRESS: Po Box 5318 wnsville Q. 4810 **DEPARTMENT OF NATURAL RESOURCES** 

96/004611

22 August 1996

THE MANAGER CSR LIMITED

**INGHAM QLD** 

**PMB** 

305

BRIG → FREEHILLS 4/or

IMC

L BNG

arania.

- check details in black folder are

Dear Sir/Madam,

RE: Title Reference 40006782

4850

Lot 542 on Plan CWL3130

An Instrument of Lease for the abovementioned land has now issued and is enclosed herewith.

Yours faithfully

For Registrar of Titles

DISTI	7/BU	TION
MGR - CS&T	V	
CHIEF ENG	Π	
SNR ACCT		
CIVIL ENG		
PROD SUPER		
5 STAR		

Contact: MS MALUGA

Phone: (077) 221700

Fax: (077) 221533





# LEASE FOR A TERM OF YEARS

#### 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 121(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 Her Excellency Leneen Forde, Companion of the Order of Australia, Governor in and over the State of Queensland and its Dependencies, in the Commonwealth of Australia at Government House, Brisbane, in Queensland aforesaid, this 22nd day of August, in the 45th Year of Our Reign and in the year of Our Lord 1996.

#### SCHEDULE 1 - DESCRIPTION OF LAND

Lease Ref: TL 207538

Lot/Plan 542/CWL3130 County

CARDWELL

Parish WATERVIEW

Area 2.880000 Ha.

Purpose of Lease:

Cane Tramway

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

### SCHEDULE 2 - TERM OF LEASE

Commencing on 1 August 1996 for a term of 30 years, expiring on the 31 July 2026

**SCHEDULE 3 - LESSEE** 

**CSR LIMITED** 

### **SCHEDULE 4 - SPECIFIED CONDITIONS**

A28 The lessee shall use the leased land for cane tramway purposes.

B37 The annual rent shall be paid yearly in advance and shall be determined in accordance with the provisions of the Land Act 1994.

Department of Natural Resources Reference: 96/004611

Previous File Ref: SL 24/31946

New Title Ref: 40006782 Continued Next Page . . .

Forde

C277 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 Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering line Land Act 1994 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.

1 The lessee shall pay the cost of any required survey.

H109 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.

K19 The lessee must keep any noxious plants, on the leased land, under control.

No compensation for improvements or developmental work shall be payable by the State at the expiration of the lease but the lease shall either have the right to remove moveable improvements within a period of three (3) months from the expiration of the lease, provided all moneys due by the lease to the State on any account whatsoever have been paid, or may be required to remove those improvements as specified in any further condition of lease.

M314 The lessee must give the Minister administering the Land Act 1994, the information the Minister administering the Land Act 1994 asks for about the lease.

The lessee shall not destroy any trees on the leased land unless in accordance with a tree clearing permit under the provisions of the Land Act 1994 or the provisions relating to the clearing for routine management purposes as prescribed in the Land Regulations 1995.

Z75 The lessee has the responsibility for a duty of care for the leased land.

Department of Natural Resources Reference: 96/004611 Previous File Ref : SL 24/31946

YKA/IN

83.2049



# Lease for Special Purposes, under Section 203(a) of the Land Act 1962-1983

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

To All to whom these Presents shall come, Greeting:

Whereas,	CSR LIMITED
has made application for a lease under the (hereinafter referred to as "the said Act") of Our State of Queensland, with the advice and has agreed to issue a Lease of the said subject to the conditions hereinafter mentioned the rent, reservations, and conditions hereinafter	the provisions of Section 203(a) of the Land Act 1962-1983, of the Land hereinafter described: AND WHEREAS the Governor of the Executive Council thereof, has granted such application, d Land in Our name for the term, at the rent, and upon and d: Now Know YE that in consideration of the premises, and of fiter reserved and contained, WE, in pursuance of the said Act
	Demise and Lease unto the saidCSR LIMITED
	(hereinafter with its Successors in title
designated "the Lessee "), and its	lawful Assigns, for Business (Tramway) purposes
the same water the Tessae and its lawfi	bed in the First Schedule endorsed on these Presents To Hold ul Assigns for and during the term of Thirty Years
to be computed from the First	day of January , One thousand
nine hundred and eighty-four exceptions, reservations, provisoes, penalties, a contained in or prescribed by the said Act, Act 1968-1983 and the Petroleum Act 19	with, under, and subject to the terms, conditions, provisions, and forfeitures hereinafter particularly mentioned or referred to, or and to the conditions, reservations, and provisoes in the Mining 923-1983, or any Regulations made or which may hereafter them: Yielding and Paying unto Us Our Heirs and Successors, a yearly rent or sum and for such period or periods

such rent to be paid at the Office in Brisbane of the Department of Lands, or at any District Land Office, 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, on or before the First day of January in each and every year of the said term:

AND IT IS HEREBY EXPRESSLY DECLARED AND AGREED that the Lessee shall not in any way assign or sublet AND IT IS HEREBY EXPRESSLY DECLARED AND AGREED that the Lessee shall not in any way assign or sublet the said Land, or any part thereof, or grant to any person the right of occupation or tenancy to, over, or upon the said Land, or any part thereof, or of any structure or building erected thereon, without the consent in writing of the Minister for Lands, Forestry and Police for the time being of Our said State first had and obtained: AND IT IS ALSO DECLARED AND AGREED and these Presents are upon the express condition, that the Lease hereby granted shall be subject to the conditions set forth in the Second Schedule endorsed hereon: AND that if the Lessee makes default in payment of the rent hereby reserved, or any part thereof, at the times and in the manner herein prescribed or fails to observe and perform the tenant. express condition, that the Lease hereby granted shall be subject to the conditions set forth in the Second Schedule endorsed hereon: AND that if the Lessee makes default in payment of the rent hereby reserved, or any part thereof, at the times and in the manner herein prescribed, or fails to observe and perform the terms, stipulations, agreements, and conditions herein and in the Second Schedule contained or referred to, or any of them, then, and in such case, this Lease shall be liable to be forfeited. AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, the full and free right to take and remove any Indigenous Timber growing thereon, and all other Materials being the natural products of the said Land, or being within, upon, or under the same, which may at any time hereafter be required for the construction or repair of any Public Works: AND ALSO, the right of full and free ingress, egress, and regress, into, upon, over, and out of the said Land for the several purposes aforesaid: 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 Act 1968-1983),

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 Act 1923-1983), 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 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.

45817

SPECIAL LEASE NO.

POR 499

Cardwell

2.11 hectares.

Plan Cat No. Cwl. 3258

Portion Twenty-five

WITNESS Our Trusty and Well-beloved His Excellency Commodore Sir JAMES MAXWELL RAMSAY, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Royal Victorian Order, Commander of the Most Excellent Order of the British Empire, upon whom has been conferred the Decoration of the Distinguished Service Cross, and Commodore in the Royal Australian Navy (Retired), Governor in and over the State of Queensland and its Dependencies in the Commonwealth of Australia, at Government House, Brisbane, in Queensland aforesaid, this Thirty-first day of may year of Our Reign and in the year of Our Lord One thousand nine hundred and eighty-four. SCHEDULE FIRST Ingham DISTRICT: Stone PARISH: 959°21′20 POR.20 1,01,30, 001 ROAD 15.088

# SECOND SCHEDULE

(Conditions)

The right of resuming the whole or any part of the leased land at any time, on giving six months' notice and compensating for improvements only, shall be reserved to the Crown.

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 its improvements or developmental work in accordance with the principles set out in the said Act.

The Lessee shall not at any time destroy any tree upon the leased land without the prior permit in writing of the Land Commissioner or contrary to any of the terms and conditions of such permit.

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 1968–1983) 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 1959–1982.

The Lessee shall allow any person authorised under the Forestry Act 1959-1982 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.

The Lessee shall maintain the leased land free from noxious plants.

The Lessee shall pay the cost of any required re- survey of the leased land.

The Lessee shall use the leased land for tramway purposes.

A

# TERMS AND CONDITIONS OF PROPOSED SPECIAL LEASE

Ander Paragraph (a) of Section 203 of the Land Act 1962-1983

Land Agent's District:

Inghan

Purpose of Lease:

Business (Tranway)

Description of Land:

Portion 25, parish of Atoms

. . . . . .

About 2.1 hectores

Rent:

To be paid yearly in advance and for the

first

period of

1100

years to be at the rate of

\$100.00

per annum.

Term:

To be thirty (30)

years.

Re-appraisement of Rent:

The rest for the five remaining periods of five years each shall be determined by the Minister.

Resumption:

The right of resuming the whole or any part of the leased land at any time on giving six months' notice and compensating for improvements only, shall be reserved to the Crown.

Improvements:

No compensation for improvements or developmental work shall be payable by the Crown at the expiration of the term of the lease but the lessee shall have the right to remove moveable 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 land be again made available for lease or purchase, the former lessee will 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.

Trees

The lessee shall not at any time destroy any tree upon the leased land without the prior permit in writing of the Land Commissioner or contrary to any of the terms and conditions of such permit.

Forest Products, etc.:

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 with the meaning of the Mining Act 1968–19<sup>22</sup>) or other material upon the leased land with 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 1959–19<sup>22</sup>

The lessee shall allow any person authorised under the Forestry Act 1959-19 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.

The lessee shall maintain the lessed land free from noxious plants.

.

The lesses shall pay the cost of any required survey.

Survey:

1. The leases shall use the leased land for trackey purposes.

Special Conditions:

Noxious Plants:



Land Administration Commission

S.L. 45817

Department of Lands,

Pirisbane

Telephone 224 0515 Ext.

When telephoning or calling please ask for

Bell

The Societary. istration Co P.O. Box 168 se North Quay 4000 Telegraphic Address

Dear Sir/Madamy

I desire to inform you that approval has been obtained for Shire and the the issue of a new Special Lease in the Hinchinbrook Land Agent's District as follows :

Section

: 203(a) of the Land Act 1962 - 1983

Special Lease No.: 45817

Lessee

: C.S.R. Limited

Description

Portion No. : 25 Parish Stone

Allotment No. :

Section

County

: Cardwell

Town

Area

: 2.11 ha

Term

: Thirty (30) years from 1.1.1984

Annual Rent

: \$100.00 (1st 5 years)

Rental Period

years : Five (5)

Action is proceeding towards preparation and issue of the Instrument of Lease and you will be further advised.

Yours faithfully,