

**SCENIC RIM REGIONAL COUNCIL**

File No: 040-030-000008

05 JUL 2010

Doc. Set No: .....

Resp. Officer: WILLA

2. DUNNH

3. ....

P

LI WD 6429

ATT TO WDR

Dealing Number.



**Privacy Statement**

Collection of this information is authorised by the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

<b>1. Lessor</b> SCENIC RIM REGIONAL COUNCIL	<b>Lodger</b> (Name, address E-mail & phone number) Scenic Rim Regional Council PO Box 25 BEAUDESERT QLD 4285 mail@scenicrim.qld.gov.au (07) 5540 5111	<b>Lodger Code</b> BH60
---	---	----------------------------

<b>2. Lot on Plan Description</b> Lot 1 on WD6429	<b>County</b> Ward	<b>Parish</b> Witheren	<b>Title Reference</b> 49019930
--	-----------------------	---------------------------	------------------------------------

<b>3. Lessee</b> Given names	Surname/Company name and number (include tenancy if more than one)	
State of Queensland (represented by Department of Education and Training)		

**4. Interest being leased**  
Reserve 2595 Reserve for Park and Recreation and Public Hall

**5. Description of premises being leased**  
Lease A on SP236498

<b>6. Term of lease</b> Commencement date/event: 01/08/2010 Expiry date: 31/07/2040 and/or Event: *Options: Nil *insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	<b>7. Rental/Consideration</b> \$1.00
--	--

**8. Grant/Execution**  
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the Standard Terms Document 711932933 and the attached schedule.

**Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994**

<b>Witnessing Officer</b>	<b>Execution Date</b>	<b>Lessor's Signature</b>
..... signature	/ /	
..... full name		
..... qualification		<i>Refer enlarged panel</i>

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**9. Acceptance**  
The lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

<b>Witnessing Officer</b>	<b>Execution Date</b>	<b>Lessee's Signature</b>
..... signature	/ /	
..... full name		
..... qualification		<i>Refer enlarged panel</i>

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**Title Reference 49019930**

**8. Grant/Execution**

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached Schedule.

**Witnessing Officer**

**Execution Date**

**Lessor's Signature**

*KTD* ..... signature

28.16.10

EXECUTED for SCENIC RIM REGIONAL COUNCIL by MARK ANDREW GRIFFIOEN (Director Corporate & Community Services)

Karen M Dickson ..... full name



*[Signature]* ..... MARK ANDREW GRIFFIOEN

JP Qual (Old) ..... qualification

as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, J.P, C. Dec)

**9. Acceptance**

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

**Witnessing Officer**

**Execution Date**

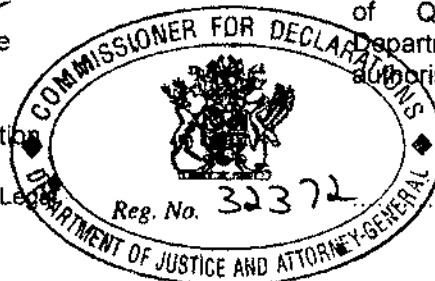
**Lessee's Signature**

*R. Runnegar* ..... signature

1 / 1

Signed by Stephen Blair Mackrodt Acting Assistant Director-General Infrastructure Delivery and Operations on behalf of the State of Queensland (represented by the Department of Education and Training) as an authorised delegate.

Rosaleen Ann Runnegar ..... full name



*[Signature]* .....

..... qualification

as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, J.P, C. Dec)

APPROVED IN TERMS OF THE LAND ACT 1994 ON THIS 25TH DAY OF JUNE, 20 10

MICHAEL PETER KELLY, A DULY AUTHORISED DELEGATE OF THE MINISTER UNDER THE CURRENT LAND ACT (MINISTERIAL) DELEGATIONS.

Title Reference 49019930

**PREAMBLE**

- A.** This Lease is subject to the provisions of the *Land Act 1994* as amended from time to time (the Act) and if any clause or condition of the Lease is inconsistent with the Act, the provisions of the Act prevail.
- B.** The land referred to in Item 2 of the Form 7 comprises Reserve for Park and Recreation and Public Hall No. 2595, was reserved and set apart by Order-in-Council appearing in the Government Gazette of the 10<sup>th</sup> day of February 1990, at page 673 and containing an area of about 0.3526 hectares, being over lot 1 on WD 6429, Parish of Witherin, County of Ward under the control of the Scenic Rim Council as trustee.

**1. INTERPRETATION AND DEFINITION**

(1) In this Lease, unless the context requires otherwise:

**"the Act"** means the *Land Act 1994* as amended from time to time.

**"Approvals"** means any consent or approvals required by law.

**"Business Day"** means any day in the State of Queensland which is not a Saturday, Sunday or public holiday.

**"Commencement Date"** is as defined at Item 6 of the Form 7.

**"Committee"** means the Beechmont Hall Committee established in accordance with clause 5.

**"Lessee's Community Leasing Policy"** means the document entitled "Community Use Agreements" published by the Lessee, as amended from time to time.

**"Hall"** means the hall comprising approximately 1000m<sup>2</sup> which will be constructed on the Premises and made available for community use in accordance with this lease.

**"Improvements"** means all improvements, fixtures and fittings as constructed on the Premises from time to time.

**"Lessee"** means the Lessee named in Item 3 of the Form 7.

**"Lease"** means the agreement recorded in this memorandum of Lease, its schedules, plans and attachments and includes any variation thereof which has been duly executed by the Parties and consented to by the Minister.

**"Major Stakeholder"** means an individual or a member of a group or organisation which is party to a use agreement with the Lessee, in terms of the Lessee's standard "long term use agreement".

**"Minister"** means the Minister administering the Act.

**"Parties"** means the Trustee and the Lessee.

**"Permitted Purpose"** means park and recreation and public hall purpose.

**"Policies"** means any policies of the Lessee relevant to community use of property and facilities owned by the Lessee.

**Title Reference 49019930**

**"Premises"** means all that land described in Item 5 of the Form 7 together with Improvements thereon.

**"Term"** is as defined at clause 3.

**"the Trust Land"** means the land described in Item 2 of the Form 7.

**"Trustee"** means the Lessor named in Item 1 of the Form 7.

**"Trustee's Community Leasing Policy"** means the Trustee's policy number CC01.02Cp entitled "Community Leasing Policy" as updated from time to time.

- (2) Any permission, consent or approval to be given by the Trustee must not be unreasonably withheld but may be given subject to reasonable conditions.

**2. COMMENCEMENT AND TERM OF LEASE**

The Term of this Lease shall be that term described in Item 6 of the Form 7 and shall be for a term of 30 years.

**3. PURPOSE**

- 3.1 The Lessee must use the Premises for the Permitted Purpose.
- 3.2 The parties acknowledge that the Lessee intends to construct the Hall, and that the use of the Hall will be shared between the Lessee, individual members and groups within the Beechmont community, in accordance with the terms of this Lease.

**4. COMMUNITY PURPOSE**

- 4.1 The Lessee holds the Lease so that the Trust Land may be used for the purpose for which it was granted in trust without undue interruption or obstruction. This clause does not apply, however, to a permitted building as provided for in Section 61(5) of the Act.
- 4.2 The Lessee acknowledges and agrees that it will use reasonable endeavours to make the Premises available for use by members of the general community, however such third party use will be in accordance with the terms of this lease and any relevant Policies of the Lessee;
- 4.3 To the extent allowed by law and by the Lessee's Policies, the Lessee will apply any rents, licence fees or other monies received by it from third parties in respect of their use of the Premises, towards maintenance and upgrades to the Premises.

**5. BEECHMONT HALL COMMITTEE**

- 5.1 As soon as practicable following execution of this Lease, the parties shall form the Committee to be tasked with the function of facilitating community use of the Hall and managing the Hall.
- 5.2 The parties acknowledge and agree that the Committee shall have the following general powers and functions:
- (1) To make recommendations to the Lessee regarding the use and management of the Hall by the community;
- (2) To facilitate fair and equitable community access to the Hall;

**Title Reference 49019930**

(3) To assist the Lessee in devising and maintaining an appropriate system for facilitating community use of the Hall which results in fair and equitable community access to the Hall; and

(4) Encouraging and promoting community use of the Hall.

5.3 The Lessee will ensure that the Committee has a minimum of 2 and a maximum of 7 members, consisting of the Beechmont State School Principal (for the time being), a nominated delegate of the Trustee, and up to five (5) Major Stakeholders, unless otherwise agreed by the parties.

5.4 The parties agree and acknowledge that once formed, the Committee shall have the power to decide on its own rules and terms of reference, however all recommendations made by the Committee shall be made in accordance with the Trustee's Community Leasing Policy, to the extent that it is not inconsistent with the Lessee's Community Leasing Policy.

5.5 The Trustee and Lessee must make available their Community Leasing Policy to the community on request.

**6. RENT**

The Lessee shall pay to the Trustee a rental of \$1.

**7. OUTGOINGS**

The Lessee shall pay all applicable local government rates, charges and taxes (if any) in respect of the Premises and shall pay all charges and expenses for electricity, telephone, water and sewerage incurred during the term in respect of the Premises.

**8. TRUSTEE MAY VIEW THE PREMISES AND REPAIR**

8.1 Subject to clause 10, the Trustee or its agents may enter the Premises from time to time;

(a) to view the repair and cleanliness of the Premises and the Trustee may notify the Lessee of any defects and require the Lessee to remedy and repair such defects in accordance with the provisions of this Lease within a reasonable, specified time; and

(b) to remedy any defects and to carry out repairs of any nature of which the Lessee has been notified but has not remedied or carried out within the specified time.

8.2 The Trustee shall only be permitted to enter the Premises upon giving to the Lessee reasonable notice which states the purpose of such entry. Such entry by the Trustee must be accompanied by a representative of the Lessee.

**9. NUISANCE**

The Lessee shall conduct its operations on the Premises in an orderly and respectable manner and will not do or suffer to be done anything in upon or about the Premises which shall or may be or become an illegal nuisance to the residents of Beechmont community or the owners or occupiers of any adjoining or neighbouring lands.

**Title Reference 49019930**

## **10. QUIET ENJOYMENT**

Upon the Lessee paying the rent and observing and performing its covenants and the conditions of this Lease, the Trustee hereby covenants that the Lessee shall be entitled to quietly enjoy the Premises without interruption or disturbance by the Trustee or any person claiming under or through the Trustee.

## **11. COMPLIANCE WITH LAWS**

So far as the Lessee is legally bound to observe, the Lessee shall observe all the restrictions as to the use of the Premises imposed by any law for the time being in force in the State of Queensland.

## **12. REPAIRS AND ALTERATIONS**

12.1 The Lessee is authorised at the cost of the Lessee to:-

- (i) construct the Improvements on the Premises;
- (ii) modify or extend the Improvements from time to time in order to meet the requirements of the Lessee; and
- (iii) construct other Improvements to replace the Improvements (or any part of them) in the event of destruction of the initial Improvements (or any part of them).

12.2 Before constructing any Improvements the Lessee must obtain any applicable Approvals.

12.3 All Improvements remain the property of the Lessee throughout the Term.

12.4 The Lessee shall maintain the outward appearance of the Premises in a state of cleanliness and good repair so as not to unduly diminish the aesthetic appearance of the general locality in which the Premises are situated.

## **13. COSTS**

13.1 Each party shall bear their own costs of and incidental to the negotiation and preparation of this Lease.

13.2 If applicable, the Lessee shall bear any costs associated with registration of the Lease, including the costs of any surveys.

## **14. DEFAULT AND CANCELLATION**

(1) Subject to the provisions of Section 65 of the Act, the Trustee may cancel this Lease if:

- (a) the Lessee abandons the premises; or
- (b) if default is made by the Lessee in the performance or observance of any covenant or condition of this Lease, including, where such default is capable of remedy, such default is not remedied within twenty-one (21) days (or such other reasonable time as the Trustee may allow after taking into account what needs to be done and the time required to remedy the default) after notice in writing specifying such default and requiring the Lessee to remedy the same has been given by the Trustee to the Lessee whereupon the Trustee shall be entitled to re-enter the Premises and cancel this Lease.

**Title Reference 49019930**

- (2) The Minister may cancel the Lease if –
- (a) the Lessee does not comply with the conditions of the Lease; or
  - (b) the Minister is satisfied cancellation would be in the public interest.
- (3) If the Lease is cancelled, no person has a right to a claim for compensation as provided by section 65(3) of the Act.

**15. REMOVAL OF IMPROVEMENTS**

Upon expiry of this lease, termination pursuant to clause 13, or surrender pursuant to clause 15, all fixtures and improvements on the Land will become the property of the Trustee.

**16. SURRENDER**

The Lessee may at any time during the continuance of this Lease surrender its interest in this Lease. Upon surrender of the Lease the provisions of clause 14 shall apply.

**17. NOTICES**

- (1) Any notice demand or other communication to be given or served hereunder upon the Lessee pursuant to this lease or the Act shall without prejudice to any other method of service be duly given or served if sent by prepaid post to:

*Assistant Director General – Infrastructure Delivery and Operations  
Department of Education and Training  
PO Box 15033  
City East QLD 4002*

or such other address as may be notified to the Trustee by the Lessee from time to time in writing.

- (2) Any notice, demand or other communication to be given or served hereunder on the Trustee pursuant to this lease or the Act shall without prejudice to any other method service be duly given or served if sent by prepaid post to:

*The Manager – Community Services  
PO Box 25  
Beaudesert QLD 4285*

or such other address as may be notified to the Lessee by the Trustee from time to time in writing.

- (3) A notice sent by post shall be deemed to have been received 3 Business Days after the time of posting.

**18. REPAIR AND MAINTENANCE**

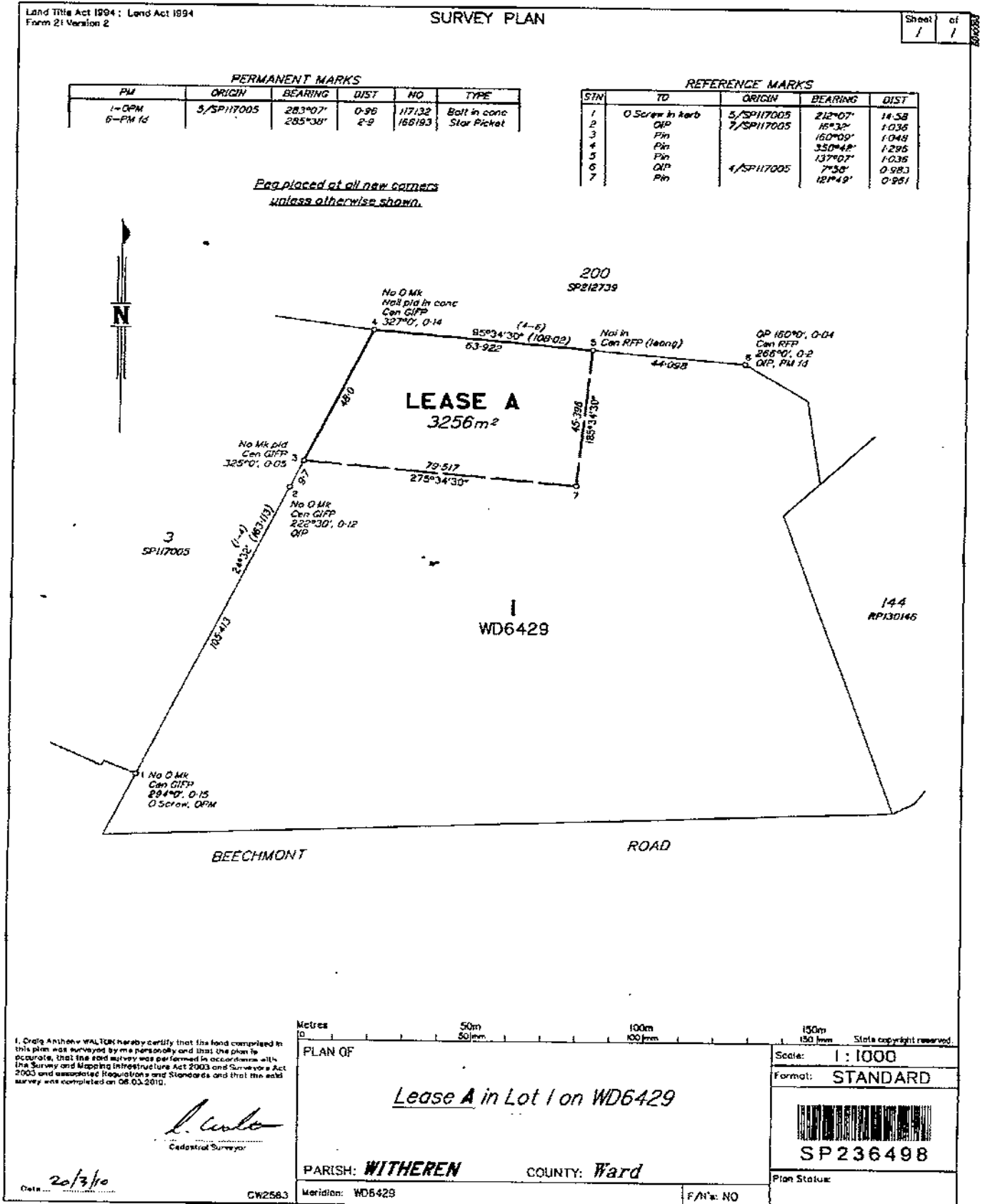
- 18.1 The Lessee shall keep and maintain the Premises and all of the Building, structures, fixtures and fittings on the Premises in a clean condition and in good order and repair, including carrying out routine and regular internal cleaning of the Building, fair wear and tear excepted.
- 18.2 The Lessee's obligations to maintain the Premises extend to regular maintenance of the lawn, unless the parties agree that lawn maintenance will be carried out from time to time by the Trustee.



Title Reference 49019930

**Annexure A**

**Plan of Leased Area**



## GENERAL CONSENT

Land Title Act 1994, Land Act 1994 and Water Act 2000

Queensland Land Registry

<b>1. Description of Lot</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>
Lot 1 on WD6429	Ward	Witheren	49019930

**2. Instrument being consented to**

Instrument/Document type: **TRUSTEE LEASE**

Dated:

Names of Parties: **Scenic Rim Regional Council and  
The State of Queensland (represented by Department of Education and Training).**

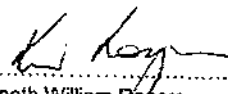
**3. Instrument under which consent required**

Instrument/Document type: **Trustee Lease**

Dealing No.:

Name of Consenting Party: **MINISTER ADMINISTRATING THE LAND ACT 1994**

The party identified in Item 3 consents to the registration of the instrument/document identified in Item 2.

<b>Witnessing Officer</b>	<b>Execution Date</b>	<b>Consenting Party's Signature</b>
<p><b>NO WITNESS REQUIRED</b></p> <p>..... signature</p> <p>..... full name</p> <p>..... qualification</p> <p><small>(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)</small></p>	<p>28/6/10</p>	<p></p> <p>.....</p> <p>Kenneth William Rogers Principal Land Officer A duly authorised delegate of the Minister under the current Land Act (Ministerial) Delegation</p>

**Note 1:** This consent is given under Section 57 of the *Land Act 1994* and is valid for a period of six (6) months from the date of execution shown above.

**Privacy Statement**

Collection of this information is authorised by the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is to maintain the publicly searchable registers in the land registry and the water register. For more information on privacy in DERM's, see:- <http://www.derm.qld.gov.au/about/privacy/index.html>