



13 June 2019

PO Box 1943
Hervey Bay Qld 4655

██████████
President
Maryborough Caledonian Society Inc.
PO Box 652
MARYBOROUGH QLD 4650

T 1300 79 49 29
F (07) 4197 4455
E enquiry@frasercoast.qld.gov.au
www.frasercoast.qld.gov.au

Dear ██████████

RE: Lease – Lot 1 on SP268957 – Maryborough Caledonian Society Inc.

Thank you for returning the signed lease documents for the leased premises within Lot 1 SP 268957.

We can confirm that the lease has been executed by the Chief Executive Officer of Council. However as per our letter dated 2 November 2018 the lease is required by Council to be registered on Title by the Titles office and a new survey plan of the leased area is required. This is required as the sketch plan attached to the previous lease no longer complies with the current regulations set by the Department of Natural Resources, Mines and Energy. In accordance with Council policy the costs of obtaining this plan will need to be met by your Club, along with the lodgement fees of the survey plan and lease. Additionally a copy of your Certificate of Incorporation is required to be registered with the lease.

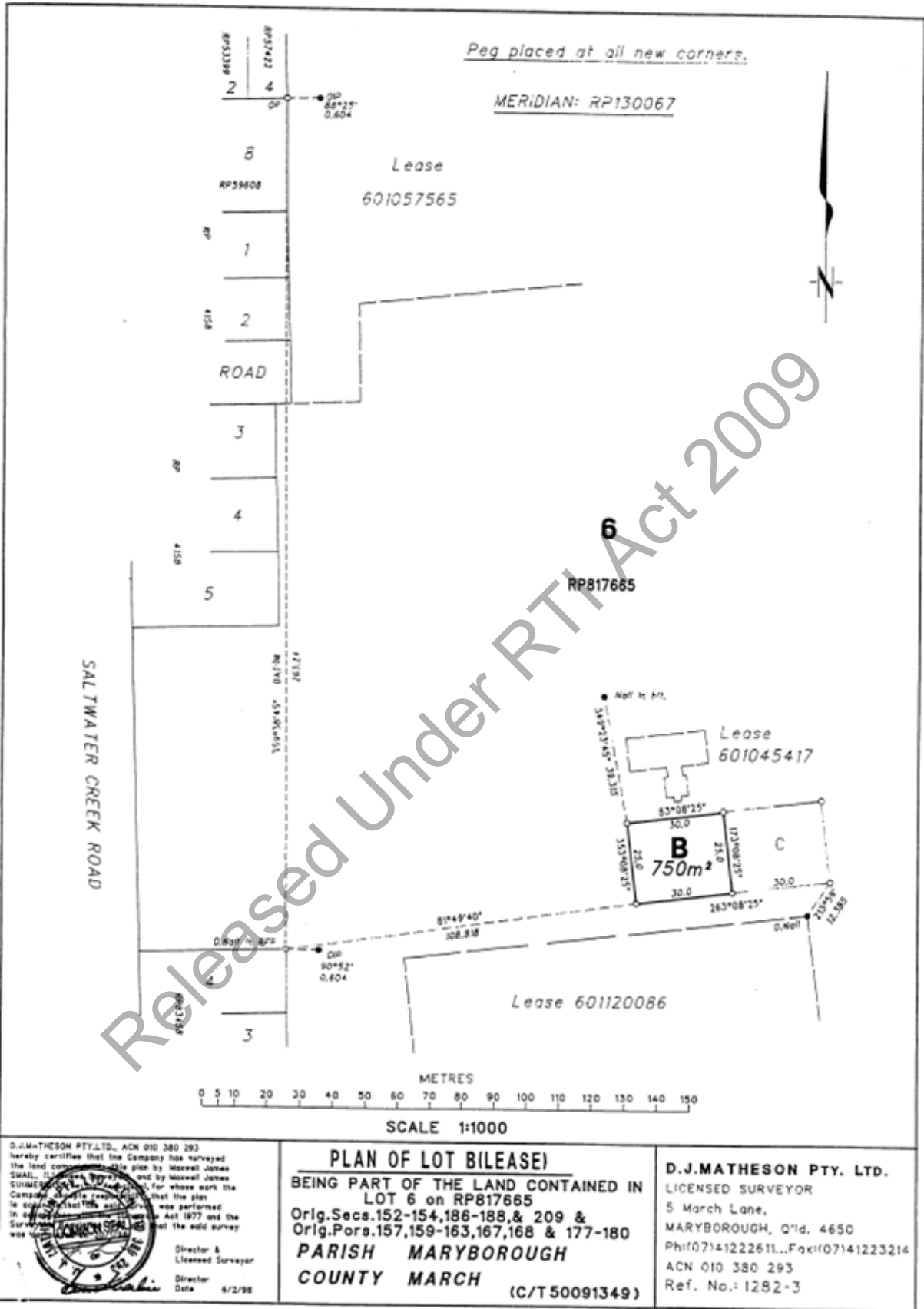
We kindly ask that you obtain a survey plan of the leased area and forward the survey plan and a copy of your Certificate of Incorporation to Council at your earliest possible convenience so that your lease can be finalised and registered on title. We have attached a copy of the historical sketch plan for your reference and look receiving the above mentioned documents

Should you have any enquiries, please contact the officer below and quote the reference number.

Yours faithfully

Sherrie Stone
SENIOR PROPERTY OFFICER

Phone: 1300 79 49 29
Docs Reference: #3817647





02 November 2018

[REDACTED]
 President
 Maryborough Caledonian Society Inc.
 PO Box 652
 MARYBOROUGH QLD 4650

PO Box 1943
 Hervey Bay Qld 4655

T 1300 79 49 29
F (07) 4197 4455
E enquiry@frasercoast.qld.gov.au
www.frasercoast.qld.gov.au

Dear [REDACTED]

RE: LEASE – Lot 1 on SP268957 – Maryborough Caledonian Society Inc.

At the Ordinary meeting of Council a resolution was passed for the following:

1. *That, pursuant to the Local Government Regulation 2012, Chapter 6, Sections 236 (1) (b) (ii), (2) and (4), which permits Council to dispose of an interest in land (a valuable non-current asset) to a community organisation without inviting tenders or conducting an auction, Council resolves to dispose of the interest in the land by entering into a lease for a term of ten (10) years with the Maryborough Caledonian Society Inc. over part of Lot 1 on SP 268957, described as Lease B, shown in Attachment 1, and*
2. *That Council delegates authority to the Chief Executive Officer to negotiate and execute a lease for a term of ten (10) years with the Maryborough Caledonian Society Inc. part of Lot 1 on SP 268957, described as Lease B, shown in Attachment 1, as outlined in the Officer's Report.*

Accordingly please find attached the following documentation attached for your review and action:

- Lease agreement,
- Community Organisations Standard Terms Document (dealing No. 711548306), and
- Community group concession policy (information only)

If you would please take the time to go through the documents and advise of any questions you may have. Your Association can obtain its own independent legal advice if you so wish, in addition to a survey plan of the leased area; the costs of which are to be met by your Association.

The lease is required by Council to be registered by the Titles Office and new survey plan of the lease area is required as the old plan no longer complies with the current regulations set by the Department of Natural Resources, Mines and Energy. The costs of obtaining this plan will need to be met by your Club, along with the lodgement fees of the lease. We will lodge the lease for registration once it has been signed by both your Association (Lessee) and Council (Lessor) and Council will issue an invoice for this cost following the registration.

Would your Association now peruse the enclosed lease agreements and arrange for the leases to be signed and returned to Council along with the new survey plan at your earliest convenience . Please

note that the lease signatures do not require witnessing, but should be stamped with the Association's Seal.

Please supply a certified copy of your Association's Certificate of Incorporation as this is required to be lodged with the Lease Agreement.

Finally, Council reserves the right to require amendments to the lease and the lease is submitted to your Association on the basis that Council does not intend to be bound by the lease unless and until it is signed by Council.

If you have any questions in relation to the above matter, please do not hesitate to contact myself on 4194 8104.

Yours faithfully

Sherrie Stone
SENIOR PROPERTY OFFICER

Phone: 1300 79 49 29
Docs Reference: #

Enc:

Lease agreement (duplicate)
Community Organisations Standard Terms Document (dealing No. 711548306), and
Community group concession policy

Released Under RTI Act 2009

000005
LEASE/SUB LEASE

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

Dealing Number



OFFICE USE ONLY

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.

1. Lessor Fraser Coast Regional Council	Lodger (Name, address, E-mail & phone number) Fraser Coast Regional Council PO Box 1943, HERVEY BAY QLD 4655 enquiry@frasercoast.qld.gov.au 1300 794 929	Lodger Code MH010
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2. Lot on Plan Description	Title Reference
Lot 1 on SP268957	51000914

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
Maryborough Caledonian Society Inc.			

4. Interest being leased
Fee Simple

5. Description of premises being leased

6. Term of lease	7. Rental/Consideration
Commencement date/event: 01 July 2018	See Form 20 Schedule
Expiry date: 30 June 2028	
#Options: Nil	
#Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	

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 and Standard Terms Document No. 711548306.
* delete if not applicable

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

.....signaturefull namequalification	Fraser Coast Regional Council Ken Diehm, CHIEF EXECUTIVE OFFICER
--	--

Witnessing Officer	/ /	Execution Date
(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.

.....Signaturefull namequalification	Maryborough Caledonian Society Inc. Secretary President
--	---

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

SCHEDULE

Title Reference – 51000914

Reference Schedule

The Reference Schedule is intended to be read together with Standard Terms Document No. 711548306. The purpose of the Reference Schedule is to:

1. Define terms that are used in the lease and to that end the terms listed in bold in the left hand column have the meaning shown opposite; and
2. Assist the Landlord and the Tenant by presenting the significant terms of the Lease in a table format; and
3. Assist the Landlord and the Tenant by specifically directing their attention to other important provisions that are contained in the Lease Memorandum but are not reproduced in their entirety in this Reference Schedule.

For the purpose of this Lease the Reference Schedule in Standard Terms Document No. 711548306 is to be completed as follows:-

Landlord	
Landlord	Fraser Coast Regional Council
Landlord Address	The Chief Executive Officer Fraser Coast Regional Council PO Box 1943 HERVEY BAY QLD 4655
Tenant	
Tenant	Maryborough Caledonian Society Inc.
Tenant Address	PO Box 652 Maryborough QLD 4650
Leased Area	
Leased Area	The area shown as The term "Leased Area" includes the Landlord's Property on or in the Leased Area
Street Address	Maryborough Airport Access Road, Maryborough QLD 4655
Land <i>(Real Property Description)</i>	Lot # 1 on SP268957 Title Reference # 51000914
Buildings	Means all of the buildings, fixtures and improvements on the Land including: <ul style="list-style-type: none"> • The Landlord Supplied Buildings and Improvements and • The Tenant Supplied Buildings and Improvements
Landlord Supplied Buildings and Improvements	Means all of the buildings, fixtures and improvements on the Land supplied by the Landlord. At the commencement of this Lease the Landlord Supplied Buildings and Improvements include – <ul style="list-style-type: none"> • Single Story Building

SCHEDULE

Title Reference – 51000914

Tenant Supplied Buildings and Improvements	Means all of the buildings, fixtures and improvements on the Land supplied by the Tenant. At the commencement of this Lease the Tenant Supplied Buildings and Improvements are – <ul style="list-style-type: none"> • Nil
Landlord Property	Means all property owned by the Landlord in or on the Leased Area or the Land and includes – <ul style="list-style-type: none"> • The Landlord Supplied Buildings and Improvements • The Services • Any fitout and fixtures provided by the Landlord
Services	Means the following services which are provided to the Leased Area:- <ul style="list-style-type: none"> • Electricity • Water • Sewer • Gas • Other utilities
Tenant Property	Means all property in or on the Leased Area owned by or under the control of the Tenant and includes the Tenant Supplied Buildings and Improvements, excluding the Landlord Property.
Duration of Lease	
Term	Ten (10) years
Commencement Date	01/07/2018
Expiry Date	30/06/2028
Options	Nil
Rent	
Rent	\$1.00 per annum
Rent Payment Requirements	The Rent is payable (if requested by the Landlord) <ul style="list-style-type: none"> • in yearly instalments, • for the period from 1 July to the next 30 June, • by 31 July each year, • with the first payment due on the Commencement Date for the period from the Commencement Date to the next 30 June and apportioned on a daily basis, • and the last payment on 1 July in the final year for the period from 1 July to the Expiry Date and apportioned on a daily basis.
Rent Review	Not applicable

SCHEDULE

Title Reference – 51000914

Outgoings	
Outgoings	<p>The Tenant must pay the Outgoings.</p> <p>The Outgoings the rates, taxes, charges and impositions, currently and in the future, payable to any Federal, State, local government, statutory or public authority or corporation, in respect of the Land or the Lease Area including:</p> <ul style="list-style-type: none"> • rates and services charges payable to a local authority; • rates and charges for the supply, reticulation or discharge of water (including water consumption charges), sewerage, drainage and removal of waste; <p>but not including any income tax, capital gains tax or similar tax payable by the Landlord.</p> <p>If an Outgoing is not assessed against the Leased Area only, the Tenant pays a share of the Outgoings calculated as follows:</p> <p><i>Tenant's Share = Outgoing X Area of Leased Area / Area of the land for which the Outgoing is assessed</i></p>
Outgoings Payment Requirements	<p>The Tenant must pay the Outgoings –</p> <ul style="list-style-type: none"> • for the period from 1 July to the next 30 June, • by the due date of the respective assessing authority for the Outgoings, or if required by the Landlord within 14 days of being invoiced by the Landlord, • with the first payment for the period from the Commencement Date to the next 30 June and apportioned on a daily basis, • and the last payment for the period from 1 July to the Expiry Date and apportioned on a daily basis, <p>in the manner directed by the Landlord from time to time.</p>
Use of Leased Area	
Permitted Use	<p>SPORTING / RECREATION GROUPS</p> <p>The Permitted Use of the Leased Area is for the purpose of indoor sport and recreation activities, and associated activities such as changing rooms, storage facilities and meetings conducted on a not for profit basis for the benefit of the community of the Fraser Coast by the Maryborough Caledonian Society Inc.</p> <p>The Leased Area must not be used for –</p> <ol style="list-style-type: none"> a) the financial gain of the members of the Maryborough Caledonian Society Inc. To remove any doubt the Maryborough Caledonian Society Inc. can use the Leased Area for fund raising activities for the benefit of Maryborough Caledonian Society Inc. but the Leased Area cannot be used for individual members of the Maryborough Caledonian Society Inc. to make money personally. b) conduct of a business or commercial activities c) activities contrary to the objects within the Constitution of the Maryborough Caledonian Society Inc.

SCHEDULE

Title Reference – 51000914

	<ul style="list-style-type: none"> d) residential purposes e) activities that contravene the Local Laws of the Fraser Coast Regional Council f) activities that contravene the relevant Planning Scheme of the Fraser Coast Regional Council g) any other use not expressly stated in this clause 																		
Use of Leased Area	The Tenant must comply with the provisions regarding the use of the Leased Area in clause 4.1 of the Lease Memorandum.																		
Tenant's Conduct	The Tenant must not do any of the things listed in clause 4.2 of the Lease Memorandum without obtaining the Landlord's prior written consent pursuant to clause 4.3 of the Lease Memorandum.																		
Tenant's Obligations	The Tenant must comply with the specific obligations in clause 4.4 of the Lease Memorandum.																		
Special Rules	<p>Pursuant to clause 4.4(j) of the Lease Memorandum, the Tenant must comply with the following special rules:</p> <ul style="list-style-type: none"> • The Tenant must be an Incorporated Association within the meaning of that term as defined from time to time in the Associations Incorporation Act 1981 Queensland. • The Tenant must not be an organisation carried on for the purpose of financial gain for its members as those terms are defined in sections 4 and 5 of the Associations Incorporation Act 1981 Queensland, as amended. 																		
Insurance																			
Lease Insurance Requirements	<p>The party listed under "Who Insures" in the table below must for the duration of this Lease take out and keep current insurance policies for the Risk and Amount of Cover in the table below.</p> <table border="1"> <thead> <tr> <th>Risk</th> <th>Amount of Cover</th> <th>Who Insures</th> </tr> </thead> <tbody> <tr> <td>Landlord Supplied Buildings & Improvements</td> <td>Full Replacement Value</td> <td>Landlord</td> </tr> <tr> <td>Tenant Supplied Building & Improvements & Tenant's Property</td> <td>Full Replacement Value</td> <td>Tenant</td> </tr> <tr> <td>Public Liability</td> <td>\$20,000,000.00</td> <td>Tenant</td> </tr> <tr> <td>Plate Glass</td> <td>Full Replacement Value</td> <td>Tenant</td> </tr> <tr> <td>Workers Compensation</td> <td>Statutory Cover</td> <td>Tenant</td> </tr> </tbody> </table>	Risk	Amount of Cover	Who Insures	Landlord Supplied Buildings & Improvements	Full Replacement Value	Landlord	Tenant Supplied Building & Improvements & Tenant's Property	Full Replacement Value	Tenant	Public Liability	\$20,000,000.00	Tenant	Plate Glass	Full Replacement Value	Tenant	Workers Compensation	Statutory Cover	Tenant
Risk	Amount of Cover	Who Insures																	
Landlord Supplied Buildings & Improvements	Full Replacement Value	Landlord																	
Tenant Supplied Building & Improvements & Tenant's Property	Full Replacement Value	Tenant																	
Public Liability	\$20,000,000.00	Tenant																	
Plate Glass	Full Replacement Value	Tenant																	
Workers Compensation	Statutory Cover	Tenant																	
Requirements for Insurance to be arranged by Tenant	<p>For the insurance that must be arranged by the Tenant –</p> <ul style="list-style-type: none"> • The insurance must be in the names of the Landlord and the Tenant (except for Workers Compensation Insurance) • The insurance must be with an insurance office or company approved by the Landlord, which will not to be unreasonably withheld 																		

SCHEDULE

Title Reference – 51000914

	<p>The Tenant must give the Landlord:</p> <ul style="list-style-type: none"> • a duplicate copy of each such policy immediately it is effected • a copy of the receipt issued for payment of each premium within five (5) business days of it being paid • a copy of the certificate of currency when requested.
<p>Costs</p>	
<p>Costs payable by Tenant</p>	<p>The costs payable by the Tenant are -</p> <ul style="list-style-type: none"> • any stamp duty assessed on the Lease • the costs of registering the Lease, if the Tenant requires the Lease to be registered • the costs of the survey/sketch plan attached or to be attached to the Lease • the Landlord's reasonable legal costs and expenses of and incidental to the negotiation, preparation and execution of this Lease • the Tenant's own legal costs • all reasonable costs and expenses incurred (including legal costs and outlays on a full indemnity basis) by the Landlord in relation to any notice given to the Tenant in accordance with this Lease, lawful determination or attempted determination of this Lease, the surrender of this Lease, the granting of any consents, proceedings lawfully brought by the Landlord to enforce the Tenant's performance and obligations under this Lease
<p>Costs Payable by Landlord</p>	<p>Nil</p>
<p>Repair and Maintenance</p>	
<p>Tenant Maintenance & Cleaning Obligations</p>	<p>What the Tenant is Responsible For</p> <p>The Tenant must:</p> <ul style="list-style-type: none"> • Keep the - • Landlord Supplied Buildings and Improvements, • Tenant Supplied Buildings and Improvements and • Landlord Property, <p style="text-align: center;">clean and in good repair.</p> <p>The Buildings include without limitation the exterior façade, exterior and interior windows and doors and all plate glass, glass fixtures, floor coverings and signage</p> <ul style="list-style-type: none"> • Keep the Tenant's Property clean and in good repair • Repair any damage to the Landlord Supplied Buildings and Improvements, Tenant Supplied Buildings and Improvements and the Landlord's Property caused by the Tenant or the Tenant's Agents

SCHEDULE

Title Reference – 51000914

	<ul style="list-style-type: none"> • Maintain, repair and replace damaged or broken • plate glass and other glass in the Buildings with glass of similar quality; • gates, shutters, doors, locks, windows, window fittings of the Buildings; and • light bulbs, tubes and associated fittings in the Buildings, and • Maintain and repair (including replacement if reasonably necessary) the Services within the Leased Area in good repair and working order. • Repair and replace any damage to the Landlord Supplied Buildings and Improvements, Tenant Supplied Buildings and Improvements and the Landlord's Property caused by vandalism or graffiti <p>What the Tenant is Not Responsible For</p> <p>The Tenant is not responsible for the Landlord Supplied Building:</p> <ul style="list-style-type: none"> • Fair wear and tear (having regard to the condition of the Building at commencement of the lease); and • Structural repairs to the Building, <p>unless the repair is required because of act or negligence of the Tenant or the Tenant's Agents.</p> <p>The Tenant is not responsible for the replacement of the Landlord's Property, unless the replacement is required because of the act or negligence of the Tenant or the Tenant's Agents</p>
<p>Landlord Maintenance Obligations</p>	<p>What the Landlord is Responsible For</p> <p>If –</p> <ul style="list-style-type: none"> • a Service to the Leased Area is interrupted or not working properly, and • it is not the Tenant's responsibility pursuant to this Lease, <p>then –</p> <ul style="list-style-type: none"> • the Landlord must take all reasonable steps to reinstate the Service • the Landlord's liability is limited to the reasonable costs of reinstating the Service, and • the Tenant releases the Landlord from and agrees that the Landlord is not liable for any other liability or loss arising from and costs incurred in connection with the Service being interrupted or not working properly.
<p>Building Work</p>	<p>The Lease prohibits the Tenant carrying out any Building Work:</p> <ul style="list-style-type: none"> • on the Leased Area, • to the Landlord Supplied Buildings & Improvements, or • to the Tenant Supplied Buildings & Improvements <p>without the approval of the Landlord and provides a mechanism for obtaining that approval and regulating the carrying out of the Building Work</p>

SCHEDULE

Title Reference – 51000914

	See clause 7 in the Lease Memorandum
Assignment, Subletting and Charging	
Can the Tenant Assign or Transfer the Lease	No - See clause 8.1 of the Lease Memorandum.
Can the Tenant Sublet	No - See clause 8.1 of the Lease Memorandum
Can the Tenant Charge or Encumber its interest in the Lease	No - See clause 8.1 of the Lease Memorandum
End of Lease	
Tenant Obligations	At the expiry or sooner termination of the Lease, the Tenant must – <ul style="list-style-type: none"> • vacate the Leased Area in good repair and clean condition, fair wear and tear being acceptable • remove all the Tenant's Property from the Leased Area, except for that property being transferred to the Landlord, • repair any damage caused by removal of the Tenant's Property • return all keys, security passes and cards held by the Tenant or its employees.
Tenant Supplied Buildings & Improvements transferred to Landlord	At the expiry or sooner termination of the Lease the following Tenant Supplied Buildings & Improvements become the property of the Landlord as well all improvements erected on the land during the Lease term which have not been removed at the termination date including: <ul style="list-style-type: none"> • Nil

SCHEDULE

Title Reference – 51000914

Additions and Variations to Standard Terms Document

For the purpose of this Lease the following are additions to and amendments of Standard Terms Document No. 711548306 and to the extent of any inconsistency the terms of this Lease Schedule prevail over the terms of Standard Terms Document No. 711548306.

1. Request for New Lease

- 1.1 Not more than 6 months and not less than 4 months from the expiration of this Lease, the Tenant may request by written notice to the Landlord the grant of a new lease for a period of 10 years. The Landlord must respond, advising if the new lease will be granted or refused within 60 days of receipt of the Tenant's notification. The Landlord may grant, refuse or grant the new lease subject to conditions in the Landlord's absolute discretion.

2. Pest Control

2.1 Background

The Landlord and Tenant agree:-

- (1) That Pest control includes, but is not limited to, inspection and/or treatment for the following, hereinafter referred to as 'pests' within this Special Condition
- (a) Termites
 - (b) Cockroaches
 - (c) Silverfish
 - (d) Ants
 - (e) Spiders
 - (f) Vermin
 - (g) Rodents
 - (h) Possums.
- (2) It is the Lessee's responsibility to ensure that:
- (a) the leased premises remains free of pests; and
 - (b) inspections and/or treatments for pest control are undertaken, at the Lessee's expense, over the leased premises on at least an annual basis;
 - (c) copies of pest inspection reports are forwarded to the Landlord upon receipt;
 - (d) the Landlord is notified immediately upon discovery of pests at the leased premises and/or damage to the leased premises caused by pests.

ITEM NO: ORD 10.2.1**FRASER COAST REGIONAL COUNCIL
ORDINARY MEETING NO. 9/18****WEDNESDAY, 26 SEPTEMBER 2018**

**SUBJECT: APPLICATION FOR NEW LEASE – MARYBOROUGH
CALEDONIAN SOCIETY AND PIPE BAND INC.****DIRECTORATE: ORGANISATIONAL SERVICES****RESPONSIBLE
OFFICER: DIRECTOR ORGANISATIONAL SERVICES, Keith Parsons****AUTHOR: SENIOR PROPERTY OFFICER – PROPERTY & COMMERCIAL SERVICES –
Sherry Stone****DOC NO: #3626292****LINK TO CORPORATE / OPERATIONAL PLAN: LIFESTYLE: A vibrant community focused on cultural
diversity and community participation**

1. PURPOSE

The purpose of this report is to seek Council's approval to enter into a new freehold lease agreement with the Maryborough Caledonian Society and Pipe Band Inc. over part of Lot 1 on SP 268957 (historically Lot 6 on RP817665) described as Lease B in Attachment 1.

2. EXECUTIVE SUMMARY

The Maryborough Caledonian Society and Pipe Band Inc. has occupied part of Lot 1 on SP 268957, at Maryborough Airport, described as Lease B, under lease for the past thirty (30) years. The current lease has expired and is continuing on a rolling over basis.

Accordingly, the Maryborough Caledonian Society and Pipe Band Inc. has requested a new lease and, as it has met its obligations within the existing lease, this is recommended.

3. OFFICER'S RECOMMENDATION

1. That, pursuant to the Local Government Regulation 2012, Chapter 6, Sections 236 (1) (b) (ii), (2) and (4), which permits Council to dispose of an interest in land (a valuable non-current asset) to a community organisation without inviting tenders or conducting an auction, Council resolves to dispose of the interest in the land by entering into a lease for a term of ten (10) years with the Maryborough Caledonian Society and Pipe Band Inc. over part of Lot 1 on SP 268957, described as Lease B, shown in Attachment 1, and
 2. That Council delegates authority to the Chief Executive Officer to negotiate and execute a lease for a term of ten (10) years with the Maryborough Caledonian Society and Pipe Band
-

Inc. part of Lot 1 on SP 268957, described as Lease B, shown in Attachment 1, as outlined in the Officer's Report.

4. BACKGROUND & PREVIOUS COUNCIL CONSIDERATION

The Maryborough Caledonian Society and Pipe Band Inc. has occupied the land under a lease agreement for the past thirty (30) years which has expired, and a new ten (10) year lease has been formally requested.

5. PROPOSAL

That Council enters into a freehold lease for a period of ten (10) years with the Maryborough Caledonian Society and Pipe Band Inc. over part of Lot 1 on SP268957 (historically Lot 6 on RP817665), described as Lease B, as shown in Attachment 1.

6. FINANCIAL & RESOURCE IMPLICATIONS

Under Section 1.5 Fraser Coast Regional Council Land/Lease Assistance for Not For Profit Incorporated Community Groups (Sport, Recreation, Arts and Culture and Community) policy, costs associated with the preparation of the lease agreement is the responsibility of the Lessees, including but not limited to legal, surveying and registration fees.

7. POLICY & LEGAL IMPLICATIONS

Under Local Government Regulation 2012, Chapter 6, Section 236 (1) (b) (ii), (2) and (4), which permits Council to dispose of an interest in land (a valuable non-current asset) to a community organisation without inviting tenders or conducting an auction provided approval is granted via a Council resolution.

The policy relating to this matter is the Fraser Coast Regional Council Land/Lease Assistance for Not for Profit Incorporated Community Groups (Sport, Recreation, Arts and Cultural and Community).

8. CRITICAL DATES & IMPLEMENTATION

If approved by Council, a new lease will be prepared as soon as possible.

9. CONSULTATION

Consultation has occurred with the Council's Executive Managers, Revenue Control Officer and the Maryborough Caledonian Society and Pipe Band Inc.

10. CONCLUSION

The Maryborough Caledonian Society and Pipe Band Inc. has provided copies of its public liability Certificate of Currency, which is current and satisfactory. Funds raised are used towards providing a diverse range of skillful programs and activities that encourage social interaction and the development of practical skills for community youth, persons with disabilities and the wider local community. The proposed lease will continue to provide the Maryborough Caledonian Society and Pipe Band Inc. with a suitable long term lease to continue to provide these services to the local community.

ATTACHMENTS:

1. Lease location

Released Under RTI Act 2009

ORD 10.2.1 - ATTACHMENT 1
Lease location



30 November 2011

[REDACTED]
Vice President
Maryborough Caledonian Society and Pipe Band
[REDACTED]

Dear [REDACTED]

RE: Lease Agreement – Maryborough Caledonian Society and Pipe Band

Reference is made to your letter dated 29 November 2011 regarding the above matter.

Enclosed herewith, please find a copy of the Lease Agreement for the Maryborough Caledonian Society and Pipe Band for your records.

If you have any questions in relation to the above matter, please do not hesitate to contact Council's Administration Officer – Property, Mrs Brenda Atkinson, who will be only too pleased to assist.

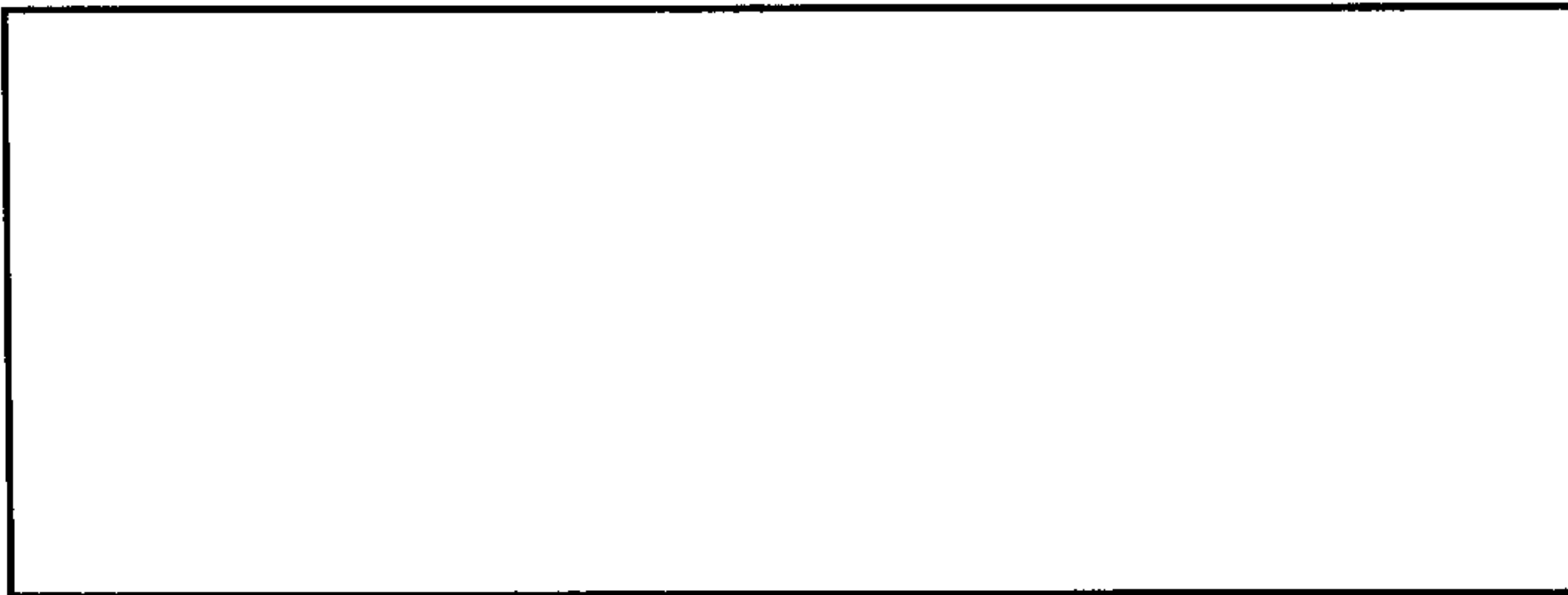
Yours faithfully

B L Atkinson
Administration Officer - Property

Contact Officer: Mrs Brenda Atkinson

Phone: 1300 79 49 29

Reference: BLA, DOCS #2135216



INTERIM ASSESSMENT
 Estimated Total Rent \$... Stamp Duty Imprint
 TO BE RE-PRODUCED FOR
 FURTHER STAMPING ON 30-6-2008
DUTY PAID ON INSTRUMENT
 [Redacted] 1-6-98 \$7
 Commissioner of Stamp Duties,
 Queensland

1. **Lessor** Lodger Name, address & phone number
 MARYBOROUGH CITY COUNCIL

2. **Description of Lot** County Parish Title Reference
 Part of Lot 6 RP817665 March Maryborough 50091349

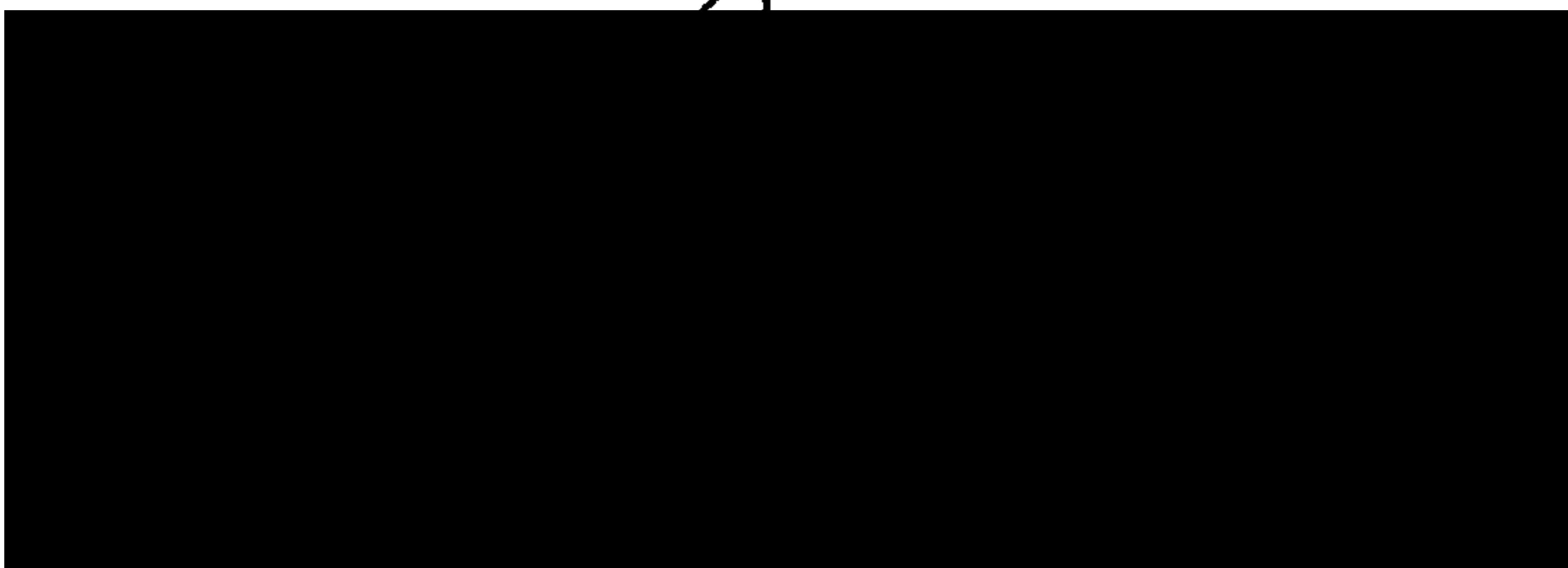
3. **Lessee** Given Names Surname/Company Name (include tenancy if more than one)
 MARYBOROUGH CALEDONIAN SOCIETY INC. AND PIPE BAND

4. **Interest being leased**
 Fee simple

5. **Description of premises being leased**
 Refer Sketch Plan attached hereto

6. **Term of lease** 7. **Rental/Consideration**
 Commencement date 01/07/1998 See Schedule
 *Expiry Date 30/06/2008
 *option of further 10 years

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 and acknowledges the debt or liability secured by this lease.



Execution Date 25 / 3 / 98
 Lessor's Signature
 [Redacted]
 CHIEF EXECUTIVE OFFICER

9. **Acceptance**
 The Lessee accepts the lease subject to the covenants and conditions contained in the attached schedule.

Witnessing Officer Execution Date Lessee's Signature
 [Redacted] 16 / 03 / 98 [Redacted]
 Signature
 Full name
 Occupation/office
 as per Schedule 1 of Land Title Act 1994 (e.g. Legal Practitioner, JP, C.Dec)



This is the schedule referred to in the Lease dated the _____ day of _____ 1998.

In this Lease the area of land to be leased shall be referred to as "the demised land" and the Maryborough City Council shall be referred to as "the Council".

1. (a) The rental payable for the first year of the term of this lease shall be the sum of \$200.00 (TWO HUNDRED DOLLARS) payable in advance by annual payments on the First day of July in each and every year throughout the said term. The annual rent hereby reserved shall be reviewed at the First day of July, 1999 and every year of the term hereof or any extension or renewal hereof (herein called "the review dates") by multiplying the annual rent hereby reserved by a fraction obtained by dividing the Index Number as determined immediately prior to such review date by the Index Number as determined immediately prior to the commencement of the term hereof PROVIDED THAT the rental payable by the Lessee shall not be less than the highest rental payable by the Lessee immediately prior to such review date. The annual rental so determined shall be payable by calendar monthly installments calculated to the nearest cent by dividing the annual rent by twelve and the references in this Lease to the monthly installments of rental payable by the Lessee to the Lessor shall be varied accordingly. In this Clause the words "Index Number" shall mean the Consumer Price Index (All Groups) for Brisbane published from time to time by the Commonwealth Bureau of Census and Statistics. In the event that there is any suspension or discontinuance of the Consumer Price Index or its method of calculation is substantially altered then "Index Number" shall mean the weighted average for Australia of weekly wage rates: Adult Males: All Groups as published by the Commonwealth Bureau of Census and Statistics. If such weekly wage rates shall not be calculated at any relevant date by the Commonwealth Bureau of Census and Statistics, the "Index Number" shall mean an Index published at the date hereof and at the review dates as defined in this Schedule which reflects fluctuations of the cost of living in Brisbane and which the parties may mutually agree upon and if they are unable to agree then such Index as shall be determined by the President for the time being of the Queensland Law Society Incorporated or his nominee whose decision shall be binding and conclusive.
- (b) PROVIDED THAT the rental for the second year and any subsequent year shall not be less than the rental payable during the previous year.
- (c) The Lessee will have the right to extend the term of the lease as identified in Clause 6 - Term of Lease. If the Lessee chooses to exercise

that right, the Lessee must give written notice to the Lessor to that effect not less than three (3) months prior to the expiry date.

- (d) If the Lessee does exercise its right to extend the lease under 1(c) then the lease will be deemed to be renewed for the further period in the same terms and conditions of the lease.

2. The Lessee covenants with the Lessor:-

- (a) That the Lessee will use the demised land for the management and conduct of the activities of the Maryborough Caledonian Society Inc. and Pipe Band.
- (b) That the Lessee will not erect any structures on the demised land without the written permission of the Lessor under the hand of the Chief Executive Officer first obtained.
- (c) That the Lessee shall not assign mortgage charge or part with the possession of the demised land or any part thereof or share with any person or firm or corporation the occupation thereof without the written consent of the Lessor under the hand of the Chief Executive Officer first obtained. This subclause is hereby declared to be a condition going to the root of this Lease and upon any breach thereof by the Lessee in any manner whatsoever this Lease shall thereupon determine and become void and of no effect and any purported assignment underletting mortgaging charging or parting with possession or sharing of occupation of the whole or any part of the demised land in any way to any person, body, firm or corporation shall not operate to pass any estate or interest in respect of the demised land or any part thereof to that person, body, firm or corporation.
- (d) That the Lessee will not at any time without the permission in writing of the Lessor under the hand of the Chief Executive Officer cut down any timber or shade trees on the demised land or sell or take off the demised land any clay sand gravel or earth of any kind whatsoever.
- (e) That the Lessee will use the demised land for the approved purpose of the Lease only subject to any requirements of the Council's Local Laws and the Town Planning Scheme for the City of Maryborough and that the use will comply with the Town Planning Zoning of Special Facilities - Airport, Outdoor Recreation, Indoor Recreation, Day Care Centre, Grazing.

- (f) That the Lessee will permit the Lessor, its employees, contractors and sub-contractors at all reasonable times to enter upon the demised land for the exercise and performance of any of the functions of Local Government which may be necessary.
- (g) That the Lessee may erect fencing on the demised land with such fencing being erected and maintained at the cost of the Lessee to the satisfaction of the Lessor, the Lessee having first obtained the consent of the Lessor in writing under the hand of the Chief Executive Officer.
- (h) That the Lessee will keep the subject land free from noxious weeds and excessive vegetation and shall maintain the leased area in a clean and tidy state at all times.
- (i) That the Lessee will not do cause permit or suffer upon the demised land anything which may be or become a nuisance or annoyance or cause damage to the Lessor or the occupiers of neighbouring lands.
- (j) That no compensation including any compensation for improvements made by the Lessee shall be payable by the Lessor to the Lessee upon termination of this lease HOWEVER the Lessee shall have the right to remove any buildings or structural improvements which the Lessee has placed upon the demised land within four (4) weeks of the date of termination but the Lessee must re-instate the demised land to its original condition to the satisfaction of the Lessor so as not to cause or be likely to cause any injury to the general public. If the buildings are not so removed, they shall become the property of the Lessor and no compensation shall be payable by the Lessor to the Lessee.
- (k) That the Lessee will not do or permit anything to be done on the demised land or bring to keep anything thereon or about the same which shall conflict with any law of the Commonwealth of Australia or the State of Queensland or of the Local Laws or regulations relating to fires or conflict with any of the laws or By-Laws in force affecting the City of Maryborough or with "The Health Acts 1937 to 1978" or any statutory modification thereof for the time being in force or the regulations thereunder respectively.
- (l) That the Lessee shall indemnify the Lessor against all losses, damages, claims and expenses which the Lessor may sustain expend or incur by reason or on account of any act of negligence or misconduct on the part of the Lessee their servants or agents or on account of the non performance or

misperformance on the part of the Lessee, its servants or agents of any of the agreements and stipulations herein contained.

- (m) The Lessee at all times during the continuance of this Lease or any renewed Lease will effect and keep current in respect of the Demised Land a public risk insurance policy in an amount being not less than TEN MILLION DOLLARS (\$10,000,000.00) or such other amount as may be agreed upon with an insurance office or company approved by the Lessor and the Lessee shall produce such policy and a certificate of currency for inspection by the Lessor as and when required.
- (n) That the Lessee shall not erect any advertising hoardings on the demised land without having first obtained the consent of the Lessor in writing under the hand of the Chief Executive Officer.
- (o) The Lessee will pay to the Lessor by way of additional rental, any water and sewerage charges payable in respect of the demised land. The Lessee shall be responsible for any charges relating to telephone, electricity, gas etc.
- (p) That any lighting erected by the Lessee shall be erected to the satisfaction of the Chief Executive Officer.

3. The Lessor covenants with the Lessee:-

- (a) That the Lessee paying the rent hereby reserved and observing and performing the several conditions and stipulations herein on their part contained shall peaceably hold and enjoy the demised land during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.
- (b) If the said MARYBOROUGH CALEDONIAN SOCIETY INC. AND PIPE BAND ceases to use the demised land for the purposes referred to in clause 2(a) hereof or should the said MARYBOROUGH CALEDONIAN SOCIETY INC. AND PIPE BAND cease to exist and PROVIDED FURTHER that should the approved use of the demised land referred to in clause 2(a) hereof not have commenced within a period of two years from the date hereof or the use referred to of the demised land cease for a period of two years THEN this Lease shall be determined forthwith.
- (c) In the event of the Lessee failing to observe, perform, fulfil or keep any of the covenants, agreements, conditions, restrictions or provisos on

their part herein contained and of which the Lessee shall have been given notice in writing the Lessor may at the expiration of FOURTEEN DAYS from the date of such Notice at its option and without prejudice to any other rights, remedies and powers which it may have perform or cause to be performed such covenants, agreements, conditions, restrictions or provisoes and all costs, charges and expenses of so doing shall be recoverable by the Lessor from the Lessee and be payable by the Lessee to the Lessor upon demand.

4. It is hereby mutually agreed between the Lessee and the Lessor as follows:-

- (a) (i) All questions or differences whatsoever shall at any time hereafter arise between the parties hereto or their respective representatives or any of them touching or concerning this document or the construction meaning operation or effect thereof or any clause herein contained or as to the rights, duties or liabilities of the parties hereto respectively or their respective representatives of any of them under or by virtue of this document or otherwise touching the subject matter hereof or arising out of or in relation thereto shall be referred to a single arbitrator in case the parties can agree upon one, otherwise to two arbitrators one to be appointed by each party to the difference (whether consisting of one or more than one person) and in either case in accordance with and subject to the provisions of "The Commercial Arbitration Act of 1990" or any statutory modification or re-enactment thereof for the time being in force save and except and in so far as express provision is made hereunder.
- (ii) If two arbitrators are appointed they shall appoint an umpire before entering on the business of the reference and such umpire shall sit with them during the hearing.
- (iii) This submission to arbitration shall on the application of either party be made a Rule of Court.
- (iv) The witnesses upon the reference shall be examined upon oath.
- (v) The parties to the reference and all persons claiming through them respectively shall subject to any legal objection submit to be examined by the arbitrators or umpire on oath or affirmation in relation to the matters in dispute and shall subject as aforesaid produce before the arbitrators or umpire all books, deeds, papers, accounts, writings and documents within their possession or power respectively which may be required or called for and do all other

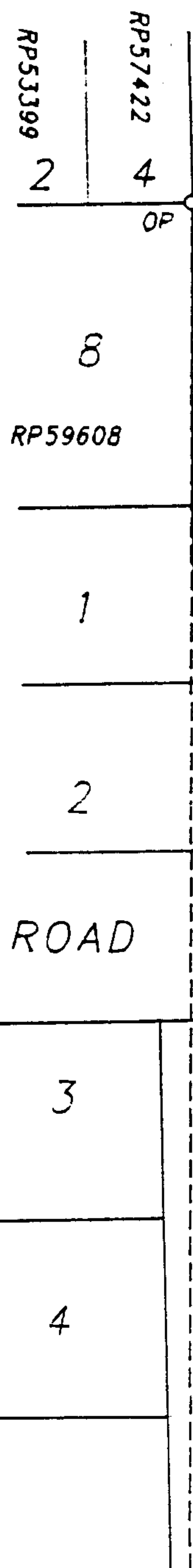
things which during the proceedings on the reference the arbitrators or umpire may require.

- (vi) The costs of the reference and award (including the fees of the arbitrators and umpire) shall be in the discretion of the arbitrators or umpire who may direct to and by whom and in what manner these costs or any part of them shall be paid and may tax or settle the amount of costs to be so paid or any part thereof and may award costs to be paid as between Solicitor and client.

5. In consideration of the Lease hereby granted the Lessee does hereby irrevocably make nominate, constitute and appoint the Lessor and in the case of the Lessor being a Company every Director, Secretary or Manager of the Lessor for the time being jointly and severally and true and lawful attorneys of the Lessee to make, sign, seal and execute and deliver all and ever such instrument or instruments, deed or deeds or other documents as the Lessor may be in the absolute discretion of the Lessor see fit for further assuring to the Lessor the power rights and privileged hereinbefore conferred and also in the name and on behalf of the Lessee to execute and procure the registration of a Surrender of this Lease without any payment or compensation whatsoever to the Lessee and from time to time to appoint a substitute or substitutes and such appointment at pleasure to revoke and another or others to appoint and generally to do execute and perform all acts, matters and things whatsoever relating to the demised land as fully and as effectually to all intents and purposes as the Lessee could do the Lessee hereby ratifying and confirming and covenanting to ratify and confirm all and whatsoever the Lessor shall lawfully do or cause to be done in and about the demised land and also agreeing not to revoke the powers hereby conferred on any of them PROVIDED ALWAYS and it is hereby agreed and declared that the powers conferred by this clause shall not be exercised by the Lessor unless default shall have been made by the Lessee in the observance, performance and fulfillment of some one or more of the covenants, provisions, conditions and agreements herein contained or implied and unless this Lease shall be determinable or determined under the provisions hereof and sufficient proof of such default or determination shall for all purposes be a statutory declaration by any authorised person acting on behalf of the Lessor.
6. The costs of and incidental to the preparation, stamping and registration of this Lease including stamp duty, survey fees and registration fees shall be paid by the Lessee.

Peg placed at all new corners.

MERIDIAN: RP130067



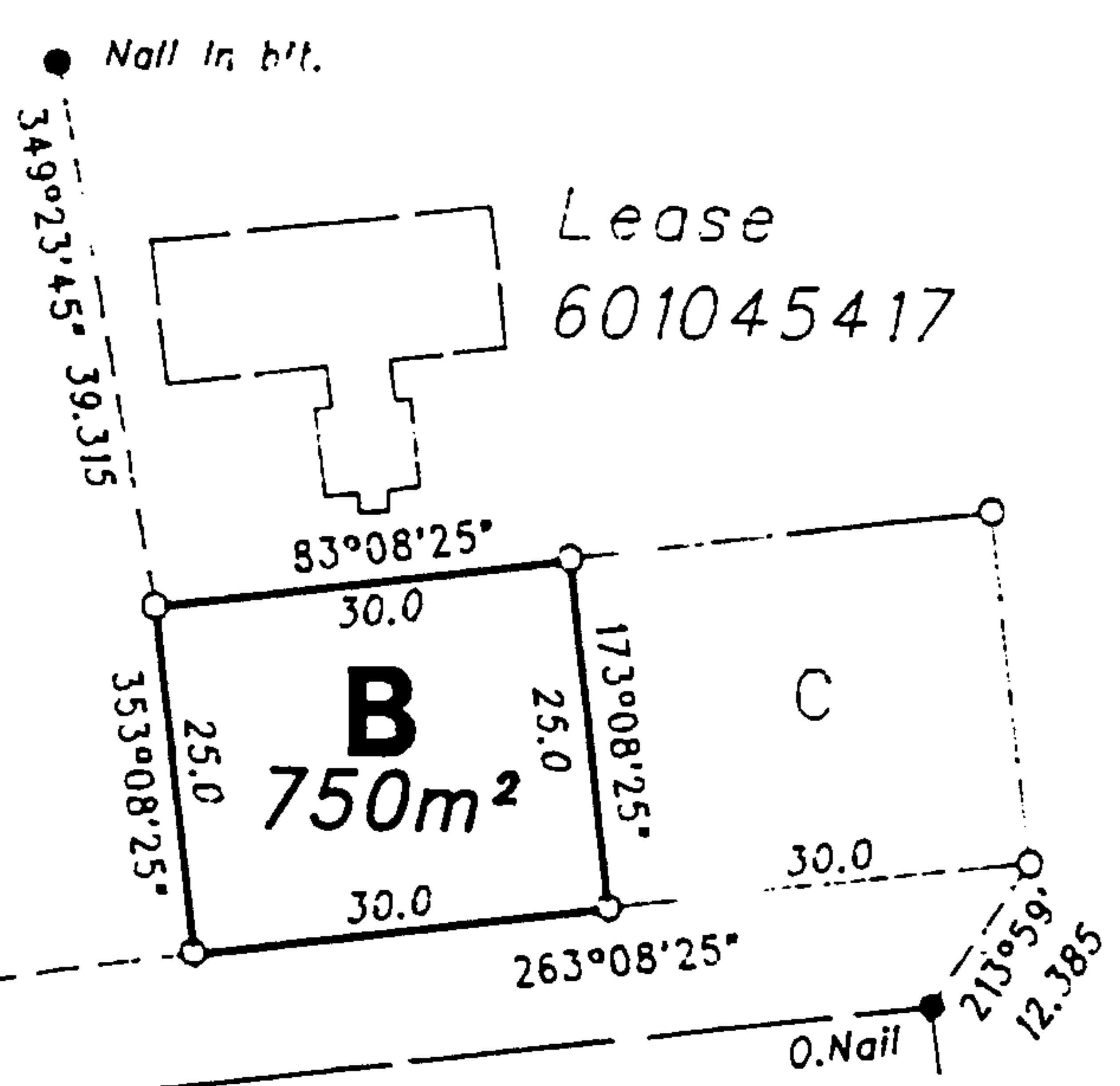
Lease
601057565

6

RP817665

Released Under RTI Act 2009

SALTWATER CREEK ROAD



M.I.M. DATA
263.24
57.86651

O.Nail in R.F.P.
DIP
90°52'
0.604

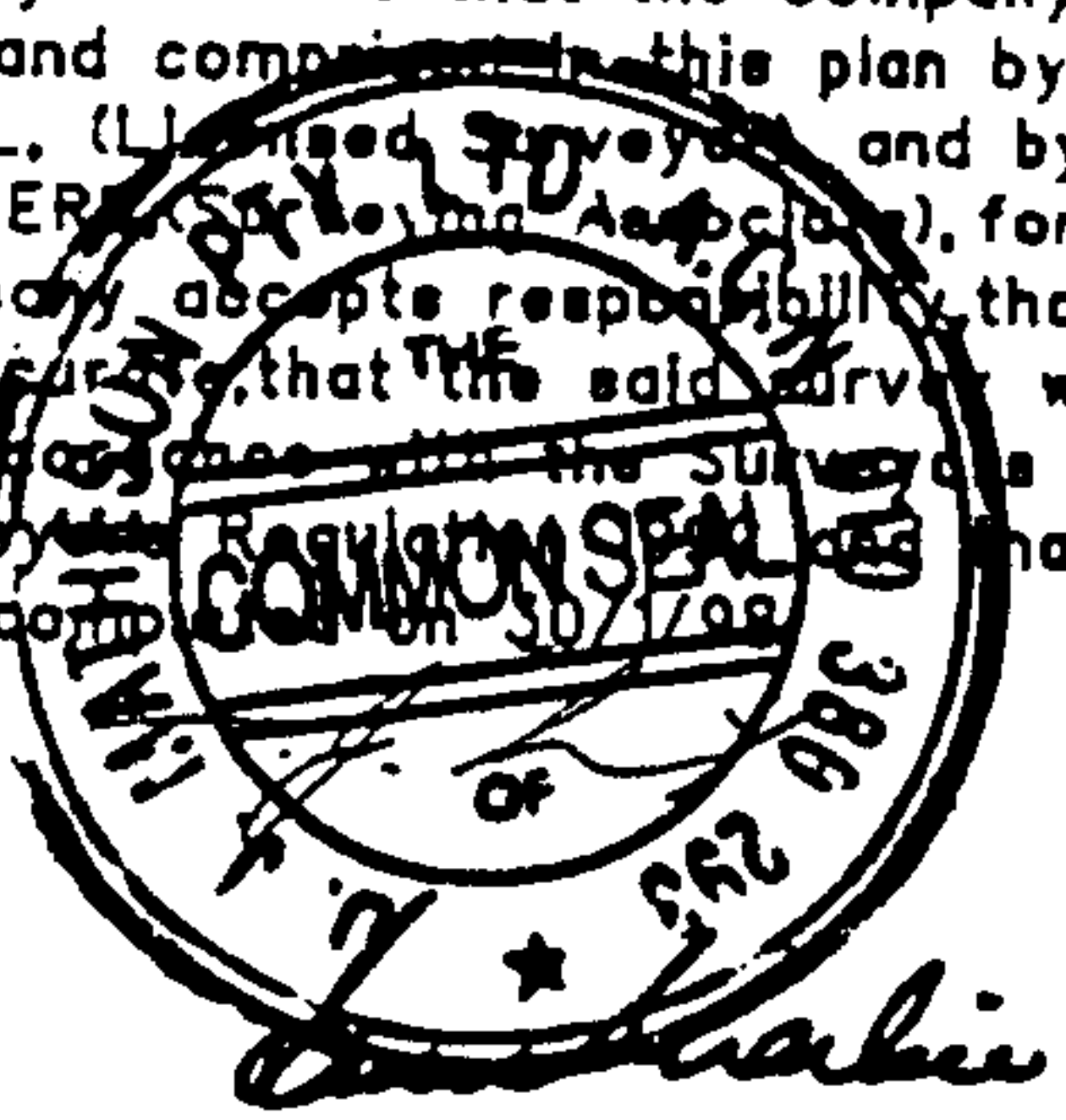


SCALE 1:1000

D.J.MATHESON PTY.LTD., ACN 010 380 293
hereby certifies that the Company has surveyed
the land comprised in this plan by Maxwell James
SMAIL, (Licensed Surveyor) and by Maxwell James
SUMMER, (Licensed Surveyor), for whose work the
Company accepts responsibility that the plan
is accurate and that the said survey was performed
in accordance with the Survey Act 1977 and the
Survey Regulations 1978 and that the said survey
was completed on 30/1/98

Director &
Licensed Surveyor

Director
Date 6/2/98



PLAN OF LOT B (LEASE)
BEING PART OF THE LAND CONTAINED IN
LOT 6 on RP817665
Orig.Secs.152-154,186-188,& 209 &
Orig.Pors.157,159-163,167,168 & 177-180
PARISH MARYBOROUGH
COUNTY MARCH
(C/T 50091349)

D.J.MATHESON PTY. LTD.
LICENSED SURVEYOR
5 March Lane,
MARYBOROUGH, Q'ld. 4650
Ph:(07)41222611...Fax:(07)41223214
ACN 010 380 293
Ref. No.: 1282-3

3 March, 2008

[REDACTED]
Maryborough Caledonian Society Inc. and Pipe Band
PO Box 652
MARYBOROUGH QLD 4650

Dear Sir

RE: Exercising of Option – Lease – Part of Maryborough Airport

I refer to our recent telephone conversation and confirm your Society's wish to exercise its 10 year option for your lease of an area within the Maryborough Airport Complex.

I advise that Council has no objection to your Club exercising its 10 year option over this lease and accordingly, your lease expiry date will now be 30 June, 2018.

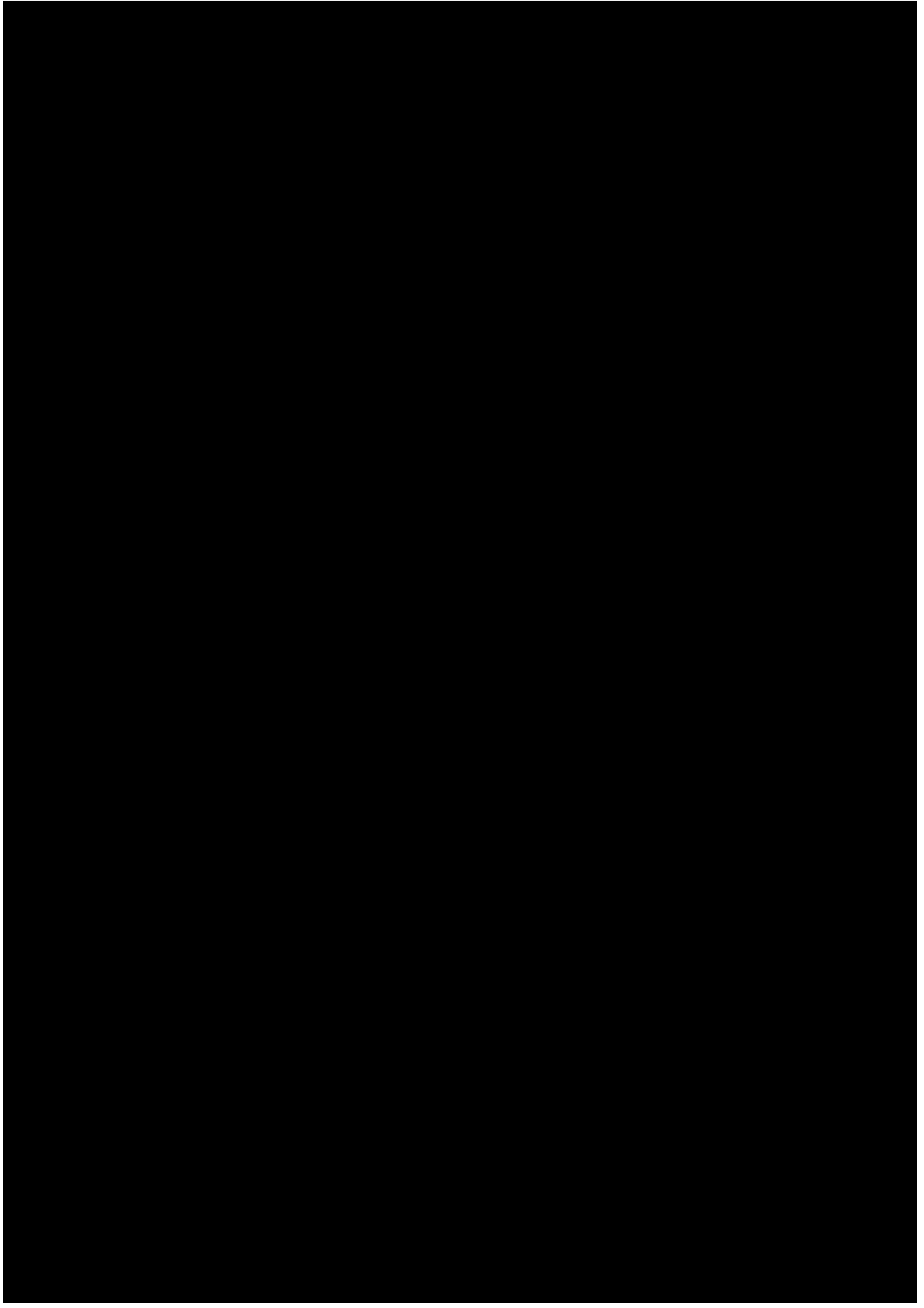
If you have any questions in relation to the above matter, please do not hesitate to contact Council's Senior Property Officer, Mrs. Toni Souvlis, telephone 4190 5804 who will be only too pleased to assist.

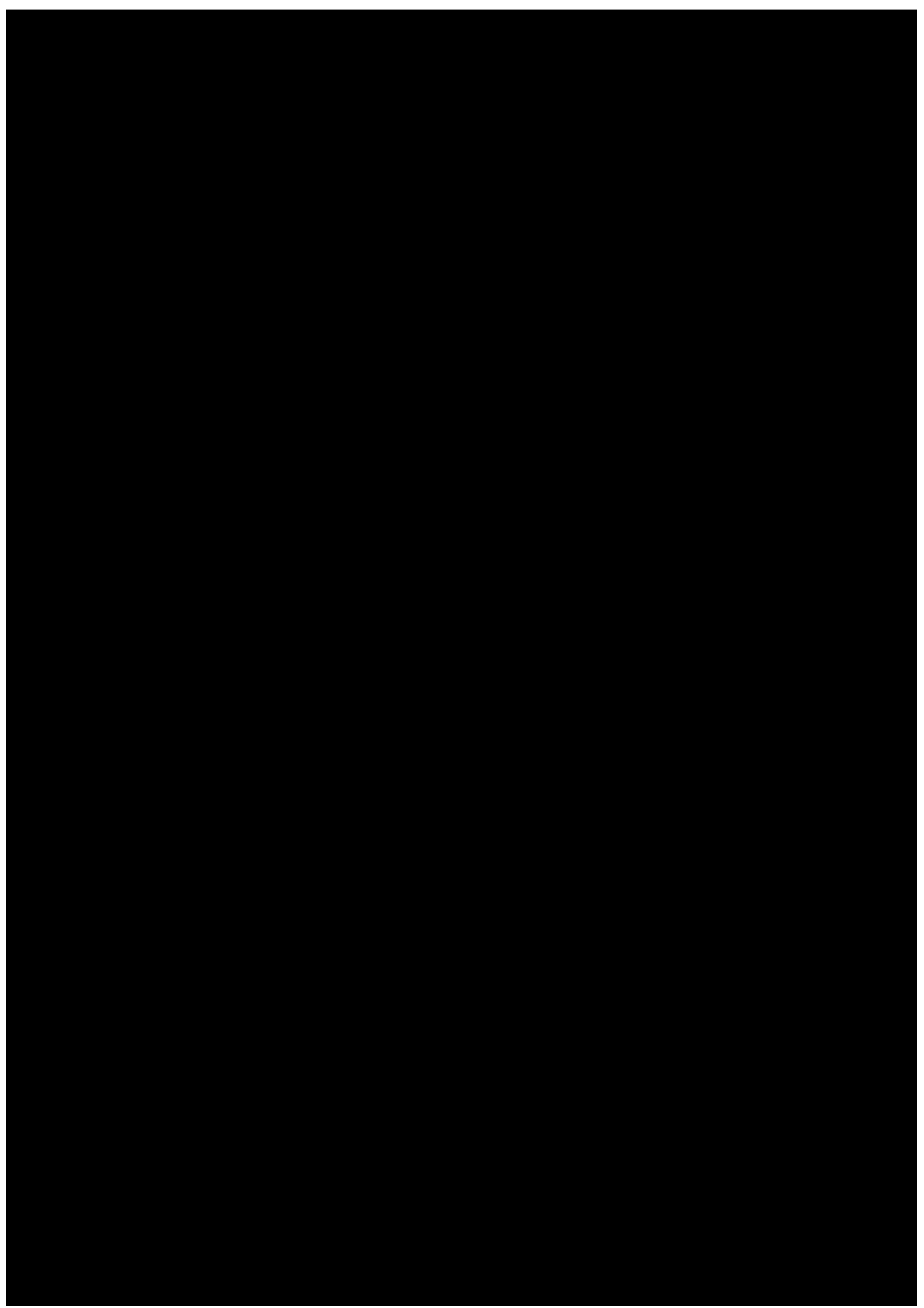
Yours faithfully

T L Souvlis
Senior Property Officer

Contact Officer: Mrs Toni Souvlis
Phone: 4190 5804
Reference: TLS

Released Under RMA Act 2000





000031
b/s/saltwater/7

0602065044



ACM ACM:6/S/SALTWATER/7

3 February 2006

Maryborough Caledonian Soc Inc
PO Box 652
MARYBOROUGH QLD 4650

Dear Sir/Madam

Re: Development Application – Bond Release (6/S/Saltwater/7)

I refer to the above Development Application and the bond in the sum of \$ 2000.00 lodged with Council as a guarantee of compliance with Councils approval.

An inspection of the site has revealed that full compliance with the relevant conditions has not been achieved. However, due to the scale and intensity of use, Council agrees to not pursue full compliance at this time. In this regard, development conditions attach to the land and should circumstances change, Council officers will discuss this matter further with your organisation.

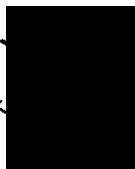
Accordingly, please find enclosed a cheque in the sum of \$2936.50 being the amount lodged plus interest accrued.

Should you require any further information please contact the above referenced officer.

Yours faithfully



N E GORRIE
CHIEF EXECUTIVE OFFICER



RECEIVED
2 FEB 2006
BY RECORDS

RECEIVED
3 FEB 2006

REMITTANCE & CHEQUE

MARYBOROUGH CITY COUNCIL

ABN 97 679 827 035

000032



MARYBOROUGH CITY COUNCIL

Administration Centre, Maryborough, Queensland
Box 110, P.O., Maryborough, 4650
Telephone: (07) 4190 5800 Fax: (07) 4123 1470
Email: council@maryborough.qld.gov.au
Visit our website:
<http://www.maryborough.qld.gov.au>

002070

Maryborough Caledonian Soc Inc
PO Box 652
MARYBOROUGH QLD 4650

DATE 31-Jan-2006

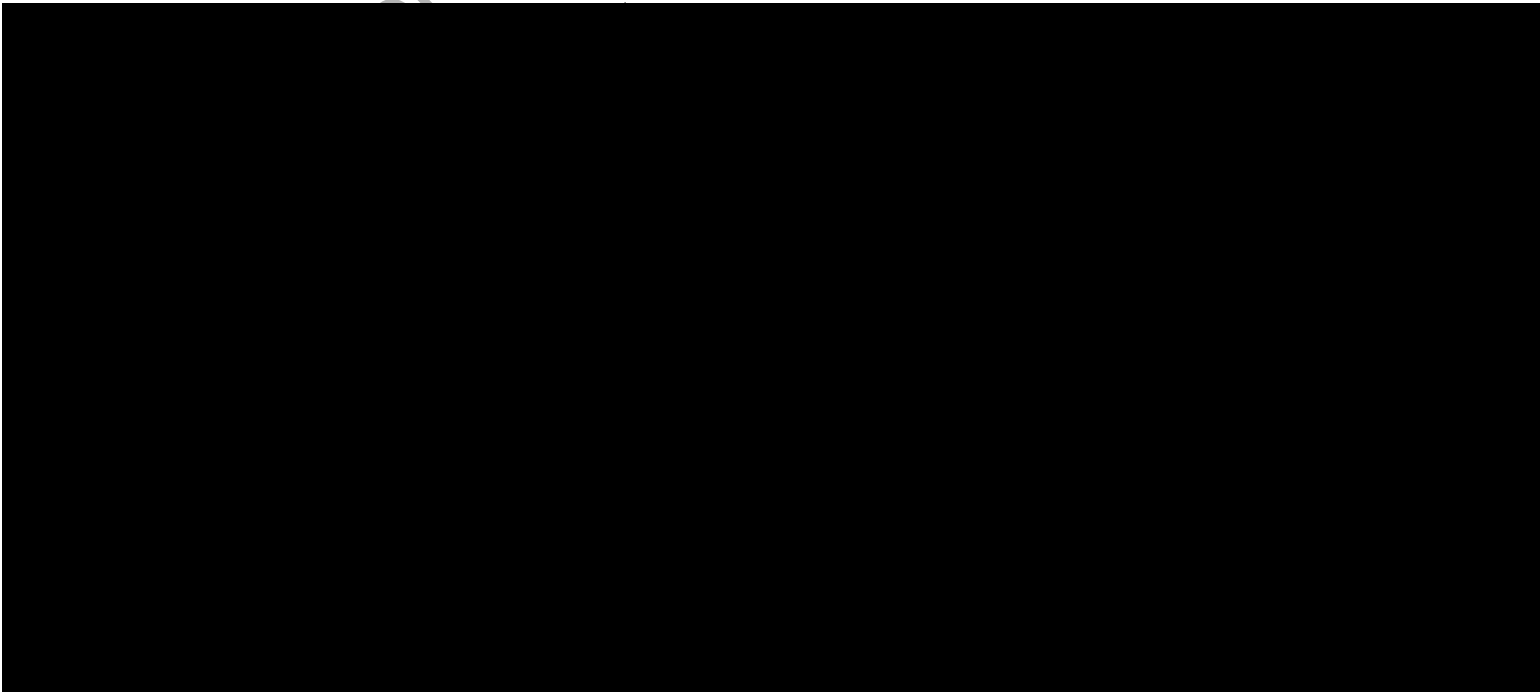
Payment Identifier 44599

Creditor Number 5796

ADVICE TO PAYEE - CHEQUE IS ATTACHED IN FULL SETTLEMENT OF THE ITEMS LISTED BELOW. PLEASE DETACH AND BANK IMMEDIATELY

DATE	REFERENCE	PARTICULARS	INVOICES AND CREDIT NOTES	BALANCE
20-Jan-2006	13/5/98	B305 Refund Town Planning Bond-Saltwater		

Released Under RTI Act 2009



Department of Planning and Environmental Services

(07) 41905800

JC:KAJ:1/220:0611230019

-

14 March 2008

The Secretary
Maryborough Caledonian Society Inc
PO Box 652
MARYBOROUGH QLD 4650

Dear Sir

Re: Proposed extension to Scottish Community Hall, Airport Reserve, Maryborough

I refer to your letter of 20 February 2008 in relation to the above matter. A review of Council's records has revealed that a current approval exists over the subject land. The approval facilitated the construction of the existing building as well as allowing for a future extension. The extension area would provide the storage space solutions sought by your society and it is therefore recommended that you pursue the extension as Council's preferred option. In this regard, I have enclosed a copy of the application, approval, site plans and lease documents.

You will note that the approval is subject to development conditions that continue to have force and affect. Council is currently discussing compliance matters with the adjoining Lions Club and it would be beneficial for all parties if a co-ordinated approach to compliance was resolved.

Once your society has had the opportunity to review and discuss the options available under the current approval, please contact Council officers should you wish to discuss this matter further on telephone (07) 4190 5800.

Yours faithfully

S R Greensill
CHIEF EXECUTIVE OFFICER



Maryborough Caledonian Society Inc.

P.O. Box 652, Maryborough QLD 4650. Ph: 4121 5664

9/10/08

0802220041

The CEO
Maryborough City Council
PO Box 110
MARYBOROUGH Qld 4650

20th February 2008

Dear Sir,

The Maryborough Caledonian Society are looking into the possibilities of providing a storeroom at the Scottish Community Hall at Maryborough.

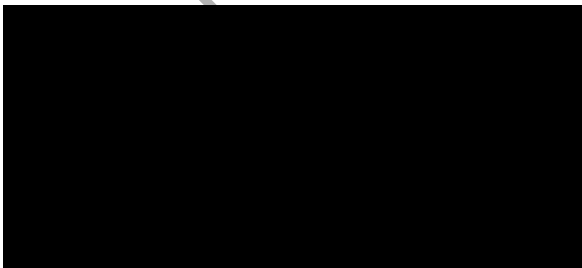
To assist us in our planning, we ask that you provide us with a copy of the Master Plan for the area.

We need to know the boundaries, and the allowable structures allowed to be erected thereon.

We are considering a single bay storage shed, or a shipping container or a second hand pan-tech body.

Please advise us at your earliest convenience of our options. We have cleaned out the hall in preparation for our celebration of "Burns Night", and realise that we need more storage space than we presently have.

Yours faithfully



OFFICER		INITIALS
MAYOR		
CEO		
DCCS	/	
DES		
DEDS	2	
DES		
COUNCIL		
COMMITTEE		
FILE	3	



0209175043

Mrs. Toni Souvlis
4190 5821
TLS 5/150/04

5/150/04

11 September, 2002

[REDACTED]
Maryborough Caledonian Society Inc. & Pipe
Band
PO Box 652
MARYBOROUGH QLD 4650

Dear Sir,

Re: Lease Agreement – Use of Part of Maryborough Airport Complex

I refer to Council's recent copy of correspondence forwarded to D.J. Matheson Pty Ltd in relation to the preparation of a survey plan with respect to your Band's lease of an area of the Maryborough Airport Complex and wish to apologise for the oversight that has occurred in this regard.

Council already has an existing Lease Agreement with your Band for use of this area which was signed in 1998 and accordingly, no further action in relation to this matter is required at this point in time.

Yours faithfully,

[REDACTED]
N.E. Gorrie,
CHIEF EXECUTIVE OFFICER

DATE POSTED

11 SEP 2002

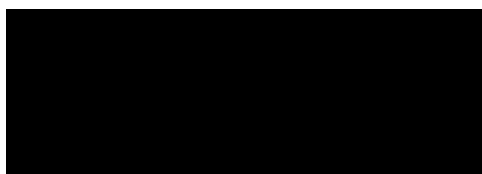
0209035028

Mrs. Toni Souvlis
4190 5821

TLS 5/150/04

29 August, 2002

Disobey



Dear Sir,

Re: Request for Survey Plan – Lease Area – Maryborough Airport Complex – Caledonian Society and Pipe Band

I refer to the above matter and request that your Firm prepare a Survey Plan which depicts the lease area within the Maryborough Airport Complex which the Caledonian Society and Pipe Band has agreed to lease from Council.

A plan depicting the site of the lease area is enclosed herewith.

It was a condition of lease that the Maryborough Caledonian Society and Pipe Band meet all costs associated with the preparation and registration of the lease and accordingly, upon finalisation of the survey plan, an account for completion of the required works should be forwarded to the Maryborough Caledonian Society & Pipe Band, PO Box 652, Maryborough Qld 4650.

Yours faithfully,

B/C The Secretary
Maryborough (Q) Caledonian Society Inc.
& Pipe Band
PO Box 652
MARYBOROUGH QLD 4650

As part of the lease preparation process, it is necessary for a survey plan to be completed by a registered surveyor for inclusion in any lease agreement.

Accordingly, as detailed in Council's correspondence of 4 November, 1997, your Band will be liable for payment of costs associated with the preparation of the Survey Plan

N.E. Gorrie,
CHIEF EXECUTIVE OFFICER

N.E. Gorrie,
CHIEF EXECUTIVE OFFICER

RECEIVED


2 SEP 2002

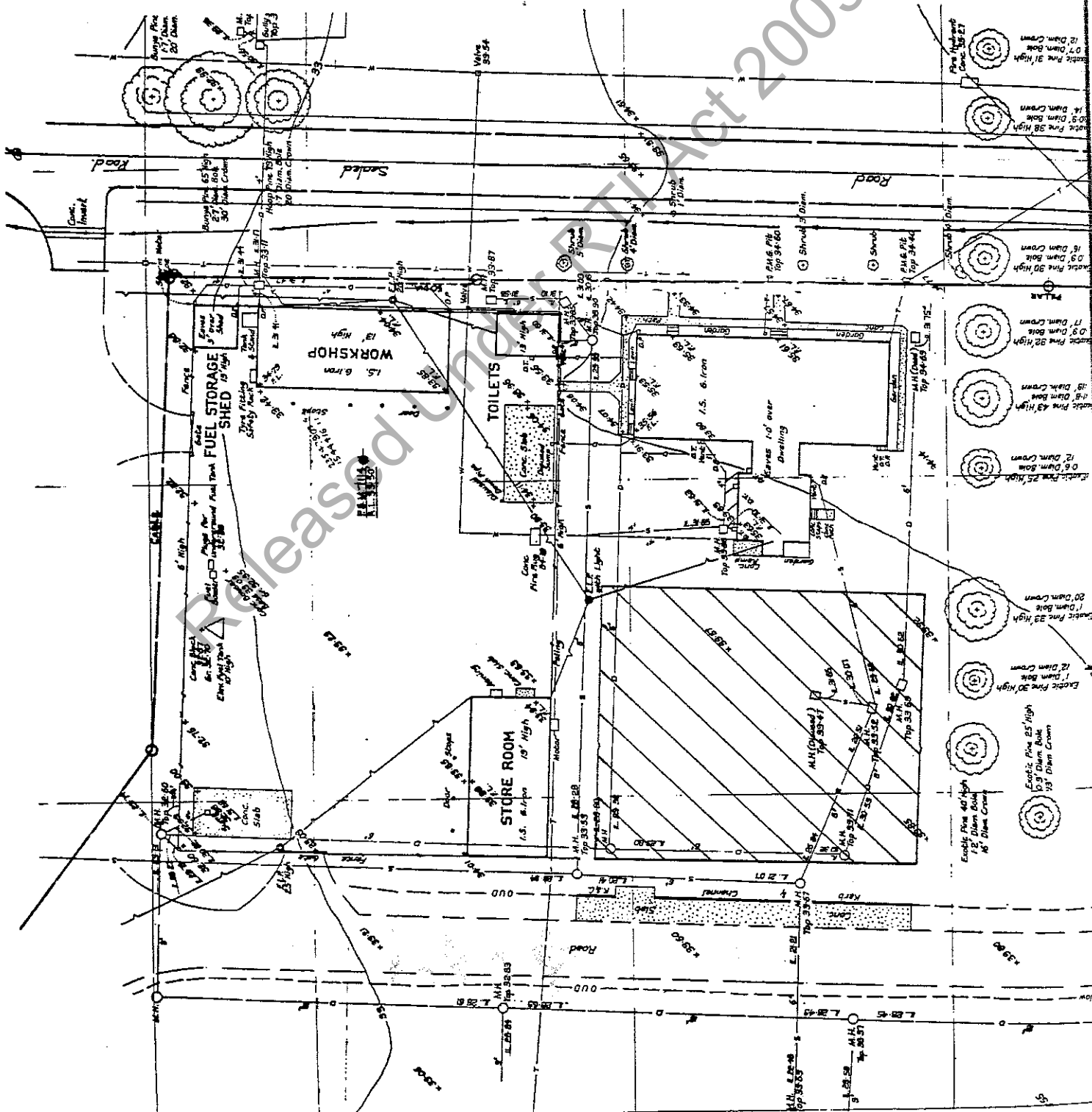
BY RECORDS

DATE POSTED

2 SEP 2002

PROPOSED LEASE AREA - MARYBOROUGH CALEDONIAN SOCIETY AND PIPE BAND

 Possible Lease Area
of 750 m² (25 x 30)



Archived: Friday 1 November 2019 10:55:28 AM

000038

Document 12

From:

To:

Cc:

Bcc:

Subject: Outstanding lease documents

Sensitivity: Normal

Dear [REDACTED]

I am writing in relation to your occupation of Council land at the Maryborough Airport.

With the recent departure from Council of the Senior Property Officer, Commercial & Leasing, Council has sought an update on the registration of your lease. In this regard, I have noted that correspondence was sent to you in November 2018 and again in June 2019, requesting that you provide the Survey Plan and Certificate of Incorporation to allow this to occur, and to meet the requirements for community leasing in line with Council's Policy.

As it is now approaching one year since you were first requested to provide these documents to Council, we request that they be provided by no later than Friday 18 October, so that this matter can be finalised.

Unfortunately, if we have not received the documents by this date, the non-compliance with the leasing Policy, and the failure to have the lease registered on title, will need to be raised with Council.

Accordingly, your urgent attention is respectfully requested, and we look forward to receipt of the necessary documents.

Thank you

Janet Campbell

Executive Manager Property & Commercial Services

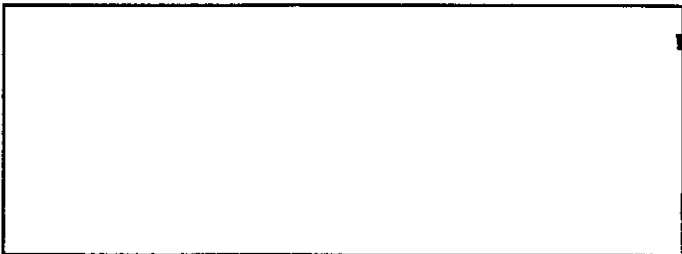
Fraser Coast Regional Council

(07) 4194 8101

Released Under RTI Act 2009

INTERIM ASSESSMENT

Estimated Total Rent \$ 2000 Stamp Duty Imprint
DO BE RE-PRODUCED FOR FURTHER STAMPING ON 30-6-2008
1-4-98



1. Lessor Lodger Name, address & phone number
MARYBOROUGH CITY COUNCIL

2. Description of Lot County Parish Title Reference
Part of Lot 6 RP817665 March Maryborough 50091349

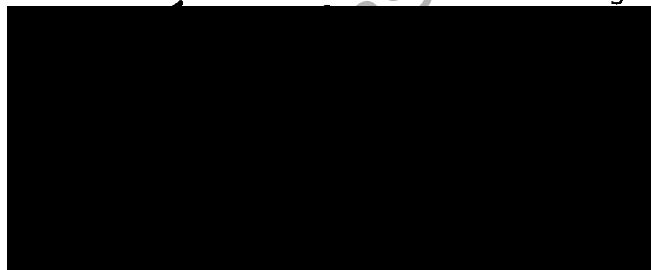
3. Lessee Given Names Surname/Company Name (include tenancy if more than one)
MARYBOROUGH CALEDONIAN SOCIETY INC. AND PIPE BAND

4. Interest being leased
Fee simple OLD STAMP DUTY - BNE
1140026579-0

5. Description of premises being leased
Refer Sketch Plan attached hereto 21/04/98 14:15:47
\$7.000000

6. Term of lease 7. Rental/Consideration
Commencement date 01/07/1998 See Schedule
*Expiry Date 30/06/2008
*option of further 10 years

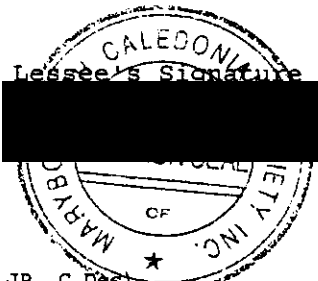
8. Grant/Execution
The lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule and acknowledges the debt or liability secured by this lease.



Execution Date 25/3/98 Lessor's Signature
[Redacted Signature]
[Redacted Name]
CHIEF EXECUTIVE OFFICER

9. Acceptance
The Lessee accepts the lease subject to the covenants and conditions contained in the attached schedule.

Witnessing Officer Execution Date Lessee's Signature
[Redacted Signature] 16/03/98 [Redacted Signature]
[Redacted Name]
[Redacted Occupation/office]



This is the schedule referred to in the Lease dated the _____ day of _____ 1998.

In this Lease the area of land to be leased shall be referred to as "the demised land" and the Maryborough City Council shall be referred to as "the Council".

1. (a) The rental payable for the first year of the term of this lease shall be the sum of \$200.00 (TWO HUNDRED DOLLARS) payable in advance by annual payments on the First day of July in each and every year throughout the said term. The annual rent hereby reserved shall be reviewed at the First day of July, 1999 and every year of the term hereof or any extension or renewal hereof (herein called "the review dates") by multiplying the annual rent hereby reserved by a fraction obtained by dividing the Index Number as determined immediately prior to such review date by the Index Number as determined immediately prior to the commencement of the term hereof PROVIDED THAT the rental payable by the Lessee shall not be less than the highest rental payable by the Lessee immediately prior to such review date. The annual rental so determined shall be payable by calendar monthly installments calculated to the nearest cent by dividing the annual rent by twelve and the references in this Lease to the monthly installments of rental payable by the Lessee to the Lessor shall be varied accordingly. In this Clause the words "Index Number" shall mean the Consumer Price Index (All Groups) for Brisbane published from time to time by the Commonwealth Bureau of Census and Statistics. In the event that there is any suspension or discontinuance of the Consumer Price Index or its method of calculation is substantially altered then "Index Number" shall mean the weighted average for Australia of weekly wage rates: Adult Males: All Groups as published by the Commonwealth Bureau of Census and Statistics. If such weekly wage rates shall not be calculated at any relevant date by the Commonwealth Bureau of Census and Statistics, the "Index Number" shall mean an Index published at the date hereof and at the review dates as defined in this Schedule which reflects fluctuations of the cost of living in Brisbane and which the parties may mutually agree upon and if they are unable to agree then such Index as shall be determined by the President for the time being of the Queensland Law Society Incorporated or his nominee whose decision shall be binding and conclusive.
- (b) PROVIDED THAT the rental for the second year and any subsequent year shall not be less than the rental payable during the previous year.
- (c) The Lessee will have the right to extend the term of the lease as identified in Clause 6 - Term of Lease. If the Lessee chooses to exercise

that right, the Lessee must give written notice to the Lessor to that effect not less than three (3) months prior to the expiry date.

- (d) If the Lessee does exercise its right to extend the lease under 1(c) then the lease will be deemed to be renewed for the further period in the same terms and conditions of the lease.

2. The Lessee covenants with the Lessor:-

- (a) That the Lessee will use the demised land for the management and conduct of the activities of the Maryborough Caledonian Society Inc. and Pipe Band.
- (b) That the Lessee will not erect any structures on the demised land without the written permission of the Lessor under the hand of the Chief Executive Officer first obtained.
- (c) That the Lessee shall not assign mortgage charge or part with the possession of the demised land or any part thereof or share with any person or firm or corporation the occupation thereof without the written consent of the Lessor under the hand of the Chief Executive Officer first obtained. This subclause is hereby declared to be a condition going to the root of this Lease and upon any breach thereof by the Lessee in any manner whatsoever this Lease shall thereupon determine and become void and of no effect and any purported assignment underletting mortgaging charging or parting with possession or sharing of occupation of the whole or any part of the demised land in any way to any person, body, firm or corporation shall not operate to pass any estate or interest in respect of the demised land or any part thereof to that person, body, firm or corporation.
- (d) That the Lessee will not at any time without the permission in writing of the Lessor under the hand of the Chief Executive Officer cut down any timber or shade trees on the demised land or sell or take off the demised land any clay sand gravel or earth of any kind whatsoever.
- (e) That the Lessee will use the demised land for the approved purpose of the Lease only subject to any requirements of the Council's Local Laws and the Town Planning Scheme for the City of Maryborough and that the use will comply with the Town Planning Zoning of Special Facilities - Airport, Outdoor Recreation, Indoor Recreation, Day Care Centre, Grazing.

- (f) That the Lessee will permit the Lessor, its employees, contractors and sub-contractors at all reasonable times to enter upon the demised land for the exercise and performance of any of the functions of Local Government which may be necessary.
- (g) That the Lessee may erect fencing on the demised land with such fencing being erected and maintained at the cost of the Lessee to the satisfaction of the Lessor, the Lessee having first obtained the consent of the Lessor in writing under the hand of the Chief Executive Officer.
- (h) That the Lessee will keep the subject land free from noxious weeds and excessive vegetation and shall maintain the leased area in a clean and tidy state at all times.
- (i) That the Lessee will not do cause permit or suffer upon the demised land anything which may be or become a nuisance or annoyance or cause damage to the Lessor or the occupiers of neighbouring lands.
- (j) That no compensation including any compensation for improvements made by the Lessee shall be payable by the Lessor to the Lessee upon termination of this lease HOWEVER the Lessee shall have the right to remove any buildings or structural improvements which the Lessee has placed upon the demised land within four (4) weeks of the date of termination but the Lessee must re-instate the demised land to its original condition to the satisfaction of the Lessor so as not to cause or be likely to cause any injury to the general public. If the buildings are not so removed, they shall become the property of the Lessor and no compensation shall be payable by the Lessor to the Lessee.
- (k) That the Lessee will not do or permit anything to be done on the demised land or bring to keep anything thereon or about the same which shall conflict with any law of the Commonwealth of Australia or the State of Queensland or of the Local Laws or regulations relating to fires or conflict with any of the laws or By-Laws in force affecting the City of Maryborough or with "The Health Acts 1937 to 1978" or any statutory modification thereof for the time being in force or the regulations thereunder respectively.
- (l) That the Lessee shall indemnify the Lessor against all losses, damages, claims and expenses which the Lessor may sustain expend or incur by reason or on account of any act of negligence or misconduct on the part of the Lessee their servants or agents or on account of the non performance or

misperformance on the part of the Lessee, its servants or agents of any of the agreements and stipulations herein contained.

- (m) The Lessee at all times during the continuance of this Lease or any renewed Lease will effect and keep current in respect of the Demised Land a public risk insurance policy in an amount being not less than TEN MILLION DOLLARS (\$10,000,000.00) or such other amount as may be agreed upon with an insurance office or company approved by the Lessor and the Lessee shall produce such policy and a certificate of currency for inspection by the Lessor as and when required.
- (n) That the Lessee shall not erect any advertising hoardings on the demised land without having first obtained the consent of the Lessor in writing under the hand of the Chief Executive Officer.
- (o) The Lessee will pay to the Lessor by way of additional rental, any water and sewerage charges payable in respect of the demised land. The Lessee shall be responsible for any charges relating to telephone, electricity, gas etc.
- (p) That any lighting erected by the Lessee shall be erected to the satisfaction of the Chief Executive Officer.

3. The Lessor covenants with the Lessee:-

- (a) That the Lessee paying the rent hereby reserved and observing and performing the several conditions and stipulations herein on their part contained shall peaceably hold and enjoy the demised land during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.
- (b) If the said MARYBOROUGH CALEDONIAN SOCIETY INC. AND PIPE BAND ceases to use the demised land for the purposes referred to in clause 2(a) hereof or should the said MARYBOROUGH CALEDONIAN SOCIETY INC. AND PIPE BAND cease to exist and PROVIDED FURTHER that should the approved use of the demised land referred to in clause 2(a) hereof not have commenced within a period of two years from the date hereof or the use referred to of the demised land cease for a period of two years THEN this Lease shall be determined forthwith.
- (c) In the event of the Lessee failing to observe, perform, fulfil or keep any of the covenants, agreements, conditions, restrictions or provisos on

their part herein contained and of which the Lessee shall have been given notice in writing the Lessor may at the expiration of FOURTEEN DAYS from the date of such Notice at its option and without prejudice to any other rights, remedies and powers which it may have perform or cause to be performed such covenants, agreements, conditions, restrictions or provisoes and all costs, charges and expenses of so doing shall be recoverable by the Lessor from the Lessee and be payable by the Lessee to the Lessor upon demand.

4. It is hereby mutually agreed between the Lessee and the Lessor as follows:-
- (a) (i) All questions or differences whatsoever shall at any time hereafter arise between the parties hereto or their respective representatives or any of them touching or concerning this document or the construction meaning operation or effect thereof or any clause herein contained or as to the rights, duties or liabilities of the parties hereto respectively or their respective representatives of any of them under or by virtue of this document or otherwise touching the subject matter hereof or arising out of or in relation thereto shall be referred to a single arbitrator in case the parties can agree upon one, otherwise to two arbitrators one to be appointed by each party to the difference (whether consisting of one or more than one person) and in either case in accordance with and subject to the provisions of "The Commercial Arbitration Act of 1990" or any statutory modification or re-enactment thereof for the time being in force save and except and in so far as express provision is made hereunder.
- (ii) If two arbitrators are appointed they shall appoint an umpire before entering on the business of the reference and such umpire shall sit with them during the hearing.
- (iii) This submission to arbitration shall on the application of either party be made a Rule of Court.
- (iv) The witnesses upon the reference shall be examined upon oath.
- (v) The parties to the reference and all persons claiming through them respectively shall subject to any legal objection submit to be examined by the arbitrators or umpire on oath or affirmation in relation to the matters in dispute and shall subject as aforesaid produce before the arbitrators or umpire all books, deeds, papers, accounts, writings and documents within their possession or power respectively which may be required or called for and do all other

things which during the proceedings on the reference the arbitrators or umpire may require.

- (vi) The costs of the reference and award (including the fees of the arbitrators and umpire) shall be in the discretion of the arbitrators or umpire who may direct to and by whom and in what manner these costs or any part of them shall be paid and may tax or settle the amount of costs to be so paid or any part thereof and may award costs to be paid as between Solicitor and client.

5. In consideration of the Lease hereby granted the Lessee does hereby irrevocably make nominate, constitute and appoint the Lessor and in the case of the Lessor being a Company every Director, Secretary or Manager of the Lessor for the time being jointly and severally and true and lawful attorneys of the Lessee to make, sign, seal and execute and deliver all and ever such instrument or instruments, deed or deeds or other documents as the Lessor may be in the absolute discretion of the Lessor see fit for further assuring to the Lessor the power rights and privileged hereinbefore conferred and also in the name and on behalf of the Lessee to execute and procure the registration of a Surrender of this Lease without any payment or compensation whatsoever to the Lessee and from time to time to appoint a substitute or substitutes and such appointment at pleasure to revoke and another or others to appoint and generally to do execute and perform all acts, matters and things whatsoever relating to the demised land as fully and as effectually to all intents and purposes as the Lessee could do the Lessee hereby ratifying and confirming and covenanting to ratify and confirm all and whatsoever the Lessor shall lawfully do or cause to be done in and about the demised land and also agreeing not to revoke the powers hereby conferred on any of them PROVIDED ALWAYS and it is hereby agreed and declared that the powers conferred by this clause shall not be exercised by the Lessor unless default shall have been made by the Lessee in the observance, performance and fulfillment of some one or more of the covenants, provisions, conditions and agreements herein contained or implied and unless this Lease shall be determinable or determined under the provisions hereof and sufficient proof of such default or determination shall for all purposes be a statutory declaration by any authorised person acting on behalf of the Lessor.
6. The costs of and incidental to the preparation, stamping and registration of this Lease including stamp duty, survey fees and registration fees shall be paid by the Lessee.

Peg placed at all new corners.

MERIDIAN: RP130067

SALTWATER CREEK ROAD

RP53309
2
4
OP
DIP
88°25'
0.604

8
RP59608

Lease
601057565

RP
1

4158
2

ROAD

3

RP

4

4158

5

RP817665

263.26
D.I.V.
54.86.651

0.Nail in R.F.
DIP
90°52'
0.604

4

RP83458

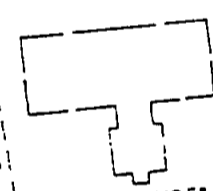
3

Lease 601120086

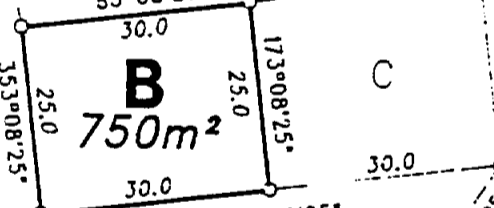
● Nail in b.t.

349°23'45" 39.315

Lease
601045417



83°08'25"



B
750m²

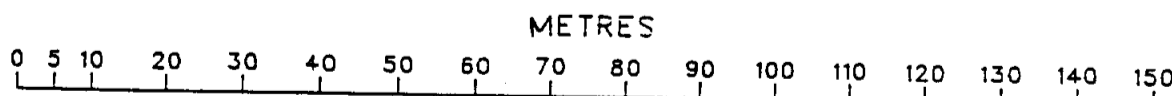
173°08'25"

263°08'25"

0.Nail

213°59'
12.385

81°49'40"
108.918



SCALE 1:1000

D.J.MATHESON PTY.LTD., ACN 010 380 293
hereby certifies that the Company has surveyed
the land contained in this plan by Maxwell James
SMALL, (Licensed Surveyor) and by Maxwell James
SUMMER, (Licensed Surveyor), for whose work the
Company accepts responsibility that the plan
is accurate that the said survey was performed
in accordance with the Surveyors Act 1977 and the
Surveyors Regulation 1978 and that the said survey
was completed on 20/7/98

Director &
Licensed Surveyor

Director
Date 6/2/98

PLAN OF LOT B (LEASE)

BEING PART OF THE LAND CONTAINED IN
LOT 6 on RP817665

Orig.Secs.152-154,186-188,& 209 &
Orig.Pors.157,159-163,167,168 & 177-180

PARISH MARYBOROUGH

COUNTY MARCH

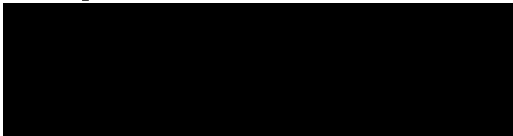
(C/T50091349)

D.J.MATHESON PTY. LTD.
LICENSED SURVEYOR

5. March Lane,
MARYBOROUGH, Q'ld. 4650
Ph:(07)41222611...Fax:(07)41223214
ACN 010 380 293
Ref. No.: 1282-3

Tuesday 30th September 1997

Maryborough Caledonian Society
& Pipe Band



5/11/03

9710170033

The Chief Executive Officer
Maryborough City Council
Kent Street
MARYBOROUGH QLD 4650

Dear Sir,

I am writing on behalf of the Maryborough Caledonian Society and the Society Pipe Band. The purpose of this letter is to ask the Maryborough City Council to give consideration to the granting of the above groups use of a portion of land at the Maryborough Airport to erect a building for their use.

The Pipe Band and Society have in the past used the Maryborough Aero Club building and found it to be an ideal location due to its distance from private dwellings. Owing to the Aero Clubs increased activities we had to leave and at present use the Maryborough Cricket Club hall, which is not really suitable. The building we would like to erect is a Tri-Steel structure measuring 18 by 9 metres.

As well as the above two groups, the Maryborough Scottish Country Dancers have assured us that they too would use the building added to this there are many Highland Dancers scattered around the city who desperately need a home base for their activities.

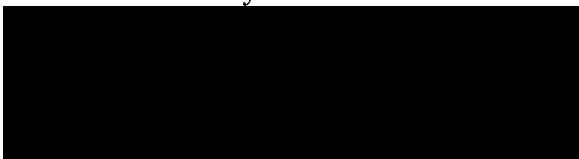
The Caledonian Society would also be interested in promoting a Marching Girls Team.

The building we have in mind would be most suitable to cater for the activities of these five compatible groups. I am sure that all of these groups would prosper and be of great benefit to the people of Maryborough as well as promoting our cities large Scottish Heritage.

A map indicating our preferred site at the Airport is enclosed.

If you would like further information or wish me to address the Council, please do not hesitate to contact me. I look forward to a favourable reply.

Yours sincerely

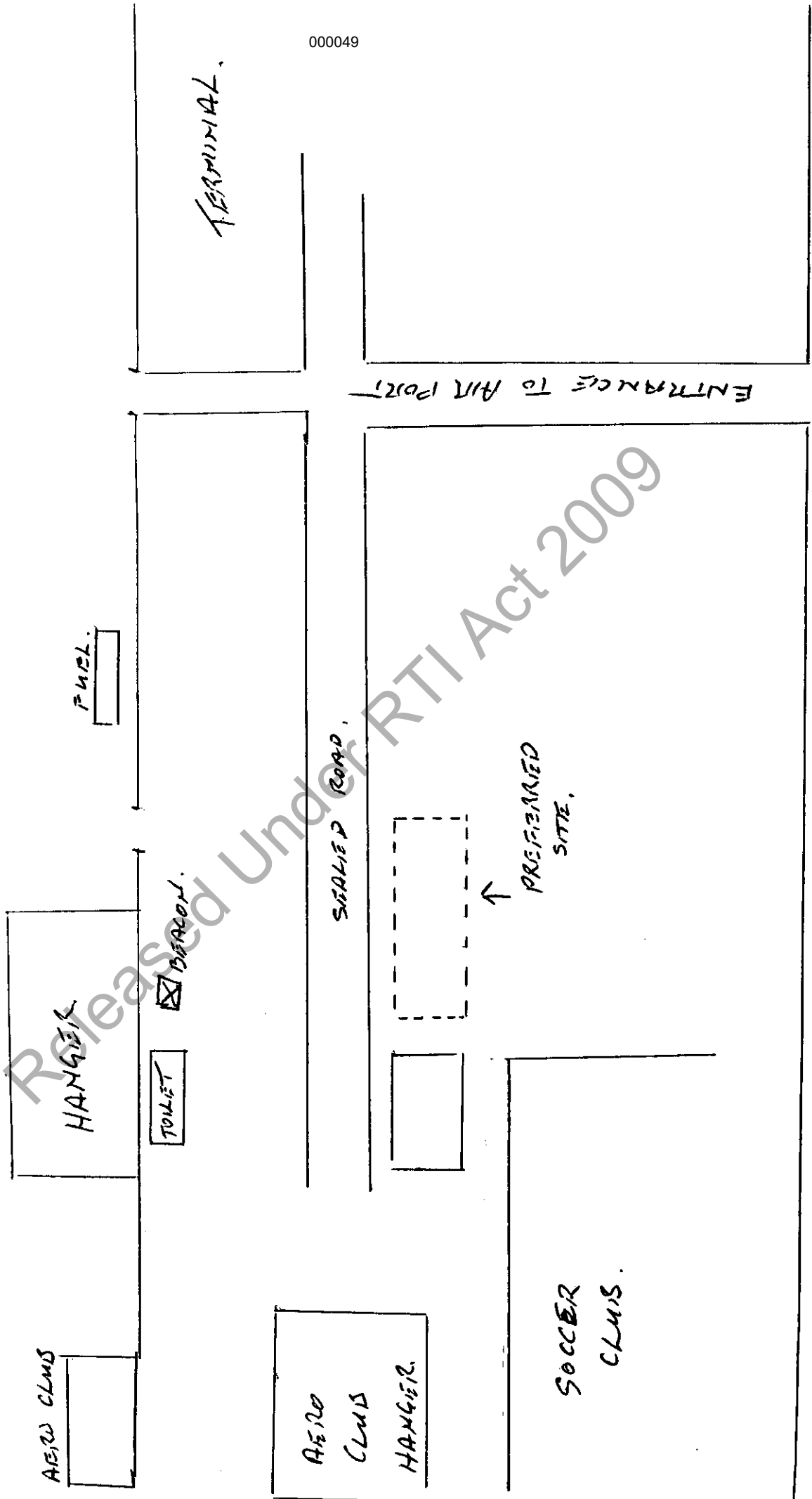


President - Maryborough Caledonian Society
Pipe Major - Maryborough Caledonian Pipe Band

OFFICER		INITIALS
MAJOR		
CEO		
DCS	2	
DPCS		
DES		
DEHS		
DFS	1	
COUNCIL		
COMMITTEE	3	FHA
FILE	4	

TERMINAL.

ENTRANCE TO AIR PORT



9711115065

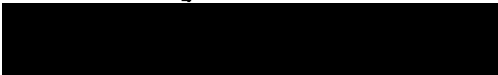
238888

MAW 5/110/03

5 November, 1997

5/110/03

The President
Maryborough Caledonian Society
and Pipe Band



Dear Sir,

Re: Request for Land at Airport

Your letter of 30 September, in relation to the above matter, received Council's consideration at its Meeting held on 4 November, 1997.

I advise that Council is pleased to offer the Band a lease of an area of land at the Maryborough Airport as per the plan attached hereto, subject to the following conditions:-

- (a) That the term of the lease be for a period of ten (10) years with an option of ten (10) years.
- (b) That an annual rental of \$200 apply with such rental reviewed annually subject to increases in the Consumer Price Index.
- (c) That all cost associated with the preparation and registration of the lease be borne by the lessee.
- (d) That a Town Planning Site Approval application be submitted for Council approval.
- (e) That Council's Standard Condition of lease apply.
- (f) That landscaping of the site area be carried out to the satisfaction of Council's Director of Engineering Services.

FS.1 .../2

9710160033

-2-

Your Society's advice as to its acceptance of the proposed lease conditions would be appreciated.

Yours faithfully,

B/C Director of Corporate Services

[REDACTED]

N.E. Gorrie,
CHIEF EXECUTIVE OFFICER


It would be appreciated if you would attend to the preparation of the lease agreement, upon receipt of advice that the Society accepts the proposed lease conditions.

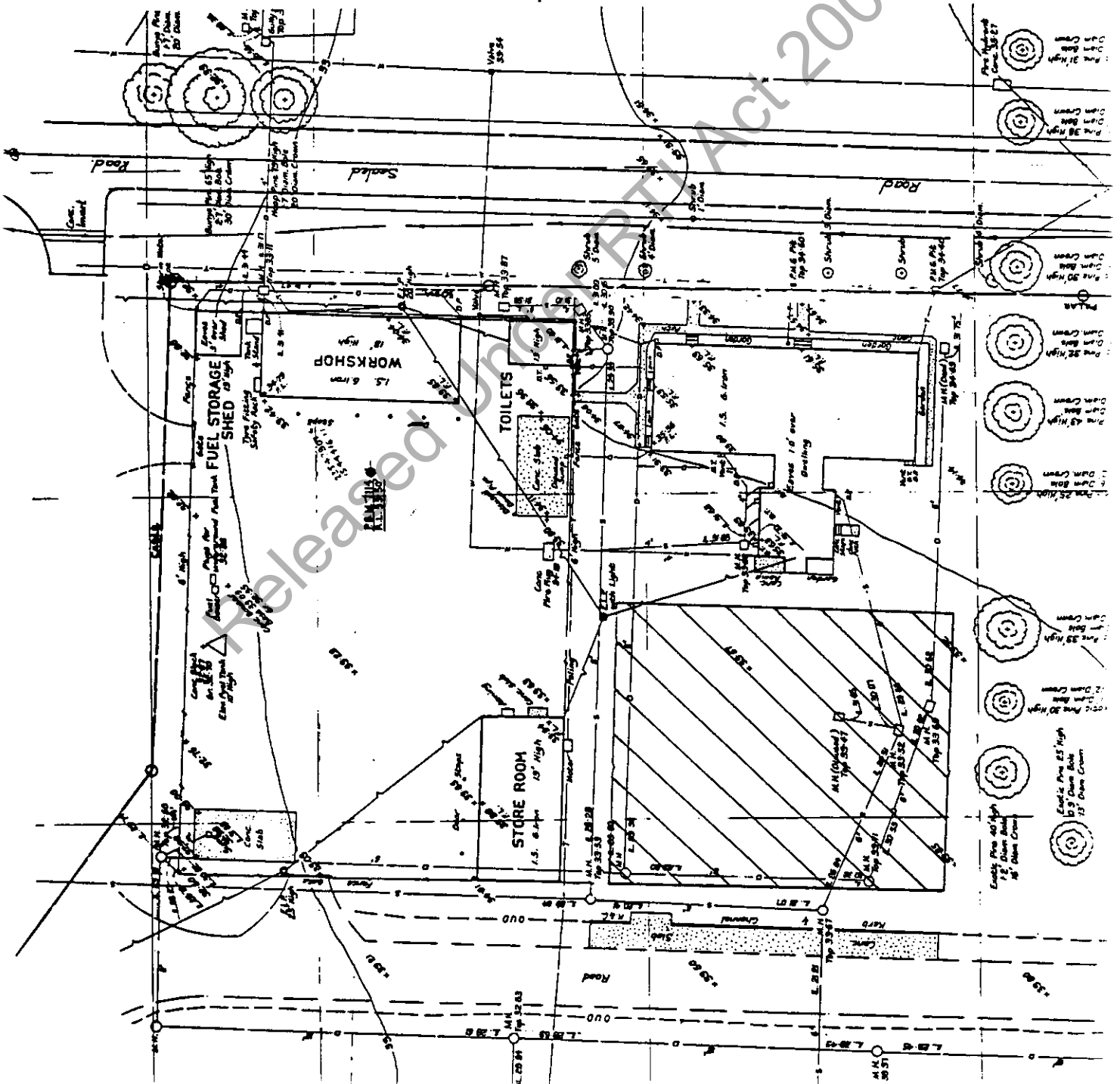
N.E. Gorrie
CHIEF EXECUTIVE OFFICER

Released Under RTI Act 2009

FOLLOW UP
12/12/97

PROPOSED LEASE AREA - MARYBOROUGH CALEDONIAN SOCIETY AND PIPE BAND

 Possible Lease Area of 750 m² (25 x 30)



9712120023

11 December 1997

Chief Executive Officer
Maryborough City Council
P.O. Box 110
MARYBOROUGH QLD. 4650

PROPERTY No:

COPY ON 5/150/04

ORIG. ON _____

Your Reference: MAW 5/110/03.

Dear Sir,

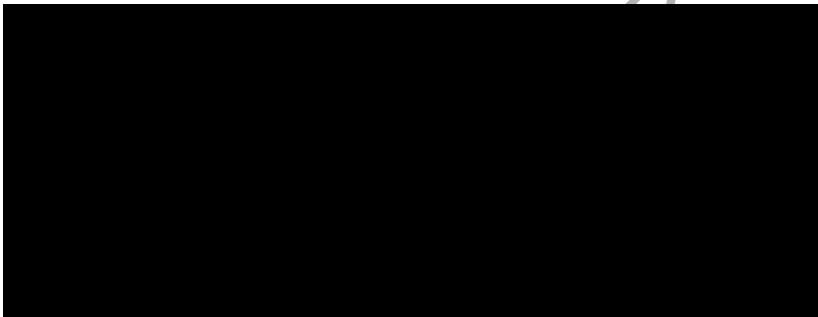
5/110/03

Re: Lease of Land at Airport.

On behalf of the Maryborough Caledonian Society Inc. and Pipe Band, I wish to thank you for your letter dated 5 November 1997. We wish to proceed forthwith with our application for a lease of the proposed site as set out on your plan of the Airport and agree to all the conditions set out by Council.

I advise Council that I have been given authority by the society to liaise directly with Council and await further instructions on this matter.

Yours faithfully,



Release

OFFICER		INITIALS
MAYOR		
CEO		
DCS	/	
DPOS		
DES		
DEMS		
DPS		
COUNCIL		
COMMITTEE		
FILE	2	

CITY OF MARYBOROUGH

9802200005

APPLICATION FOR PERMITTED DEVELOPMENT SUBJECT TO CONDITIONS

Chief Executive Officer,
Maryborough City Council,
P.O. Box 110,
MARYBOROUGH Q 4650

b/s/Saltwater

Sir,

Application is hereby made for development under the provisions of the Council's By-law Chapter 33 and the Local Government (Planning and Environment) Act 1990.

1. Details of Application

- (a) Name of Applicant: MARYBOROUGH CALEDONIAN SOCIETY INC.
- (b) Address of Applicant: P.O. BOX 652 MARYBOROUGH Q 4650
- (c) Name and Address of the Registered Owner of the Land or Lessee from the Crown: MARYBOROUGH CITY COUNCIL
- (d) Zone in which the land is included: AIRPORT RESERVE
- (e) Postal address of the subject land: No. UNKNOWN
Street.
- (f) Real Property Description of the land: PORION B OF LOT 6 ON RP 817 665 PARISH OF MARYBOROUGH COUNTY MARCH
- (g) Area of the land: 750 M²
- (h) Length of Road Frontages: 30.00 m to Unnamed Street
..... to Street
..... to Street

Released Under RTI Act 2009

- (i) Use desired to be made of the land: *Caledonian Society*.....
meeting rooms, storage and practice hall.....
- (j) Particulars of proposed new buildings or structures:
- (1) Dimensions or Gross Floor Area: *270 m²*.....
- (2) Number of Storeys: *Two*..... Height *3.6 m*.....
- (3) Boundary Clearances: Front: *7.0 m*.....
Side: *1.5 m*.....
Side: *19.5 m*.....
Rear: *0*.....
- (4) Type of Construction: *Prefabricated steel framed, steel clad (color band) with timber floor and mezzanine*.....
- (k) Number of motor vehicle parking spaces provided: *5 (share)*.....
parking area of 10 spaces with Portion C.....
- (l) Number of employees proposed to be engaged on the Land: *Nil*.....
- (m) Nature of any machinery proposed to be used on the Land: *Nil*.....
- (n) Present use made of the Land: *Vacant*.....
- (o) Details of existing buildings and structures on the Land: *Nil*.....

2. Is an Environmental Impact Statement required pursuant to the Local Government (Planning and Environment) Act 1990. *No*.....

3. If Accommodation Units or Group Housing are proposed to be constructed on the subject land, please provide the following information:

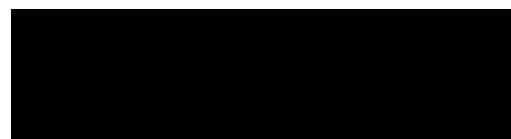
- (i) Site Coverage
- (ii) Open Space Areas
- (iii) Density

4. Attachments & Enclosures required to accompany the application:

- (a) If the applicant is not the registered owner or lessee of the land, the registered owner or lessee's consent in writing stating that he has no objection to the proposed use is to be attached.
- (b) Except where the proposal applies to an entire existing building, a site plan drawn to scale and showing property boundary and building dimensions, clearances of buildings and structures from the property boundaries, and materials of construction of frame, roof, walls and floor is to be attached.
- (c) An application fee of \$ ~~400~~.00 is enclosed herewith.

I hereby certify that the details set out in this application are true and correct in all particulars and that the plans and documents accompanying this application fully and truly describe the matter in respect of which this application is made.

Dated this *NINETEENTH* day of *FEBRUARY* 19*98*



Signature of Applicant

OFFICER		INITIALS
MAYOR		
CEO		
DCS		
DPOS		
DES		
DENS		
DFS		
COUNCIL		
COMMITTEE		
FILE	<i>2</i>	

OFFICE USE ONLY

DEPARTMENT OF PLANNING AND COMMUNITY SERVICES – APPLICATION PROCEDURE

1. Application correct and in accordance with scheme and by-laws.



.....
DIRECTOR OF PLANNING AND COMMUNITY SERVICES

19, 2, 98.
.....

2. CASHIER (Receipt details and date of receipt to be shown)

Released Under RTI Act 2009



Rec
66131



MARYBOROUGH CITY COUNCIL

Administration Centre 431-433 Kent Street, Maryborough, Queensland. P.O. Box 110, Maryborough 4650
Telephone (071) 23 8888. Fax (071) 231 470.

Address all correspondence to the Chief Executive Officer.

Contact:
Telephone: 238888
Our Ref: MAW 5/110/03
Your Ref:
Date: 5 November, 1997

The President
Maryborough Caledonian Society
and Pipe Band

Dear Sir,

Re: Request for Land at Airport

Your letter of 30 September, in relation to the above matter, received Council's consideration at its Meeting held on 4 November, 1997.

I advise that Council is pleased to offer the Band a lease of an area of land at the Maryborough Airport as per the plan attached hereto, subject to the following conditions:-


- (a) That the term of the lease be for a period of ten (10) years with an option of ten (10) years.
- (b) That an annual rental of \$200 apply with such rental reviewed annually subject to increases in the Consumer Price Index.
- (c) That all cost associated with the preparation and registration of the lease be borne by the lessee.
- (d) That a Town Planning Site Approval application be submitted for Council approval.
- (e) That Council's Standard Condition of lease apply.
- (f) That landscaping of the site area be carried out to the satisfaction of Council's Director of Engineering Services.

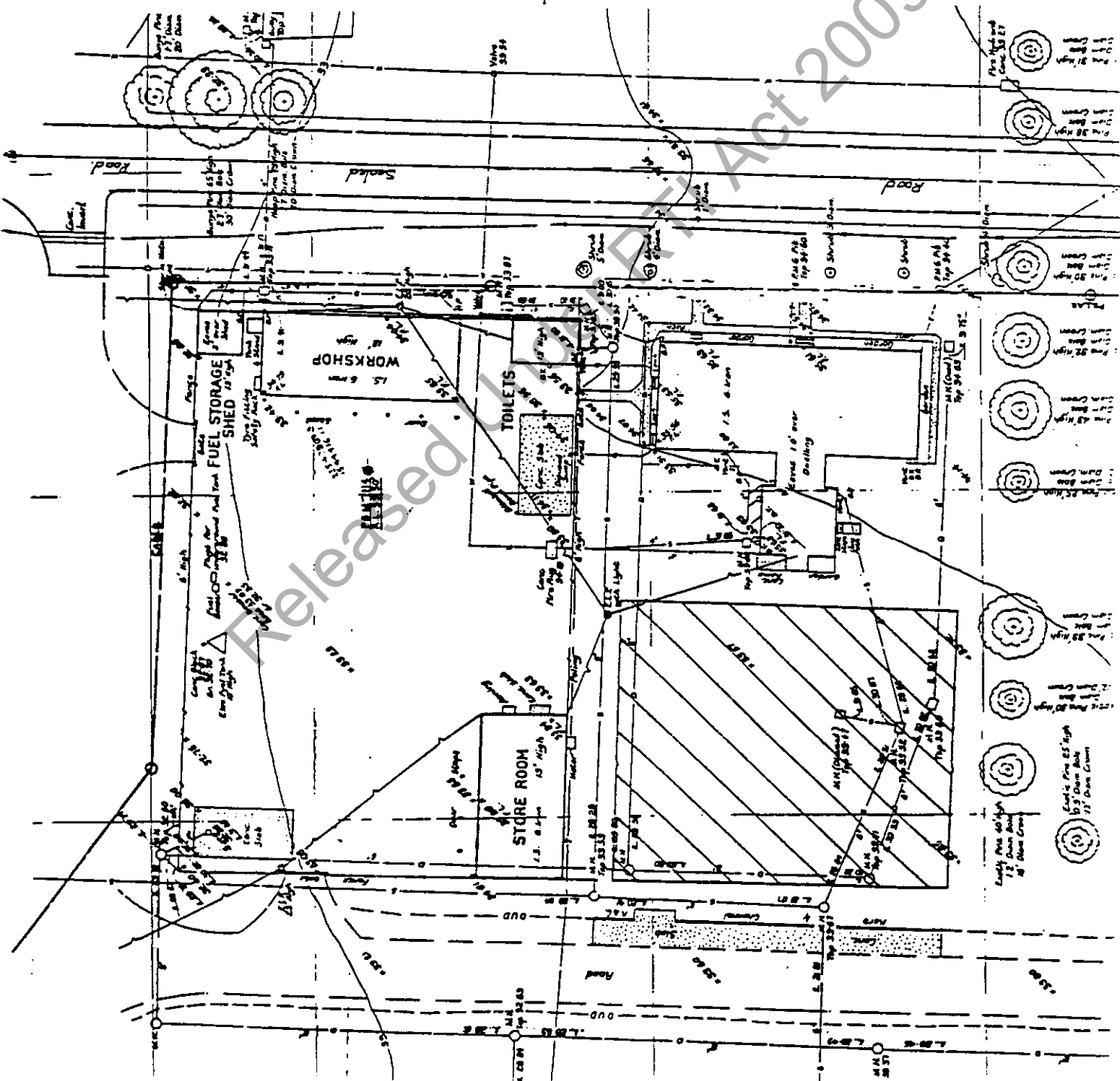
Your Society's advice as to its acceptance of the proposed lease conditions would be appreciated.

Yours faithfully,

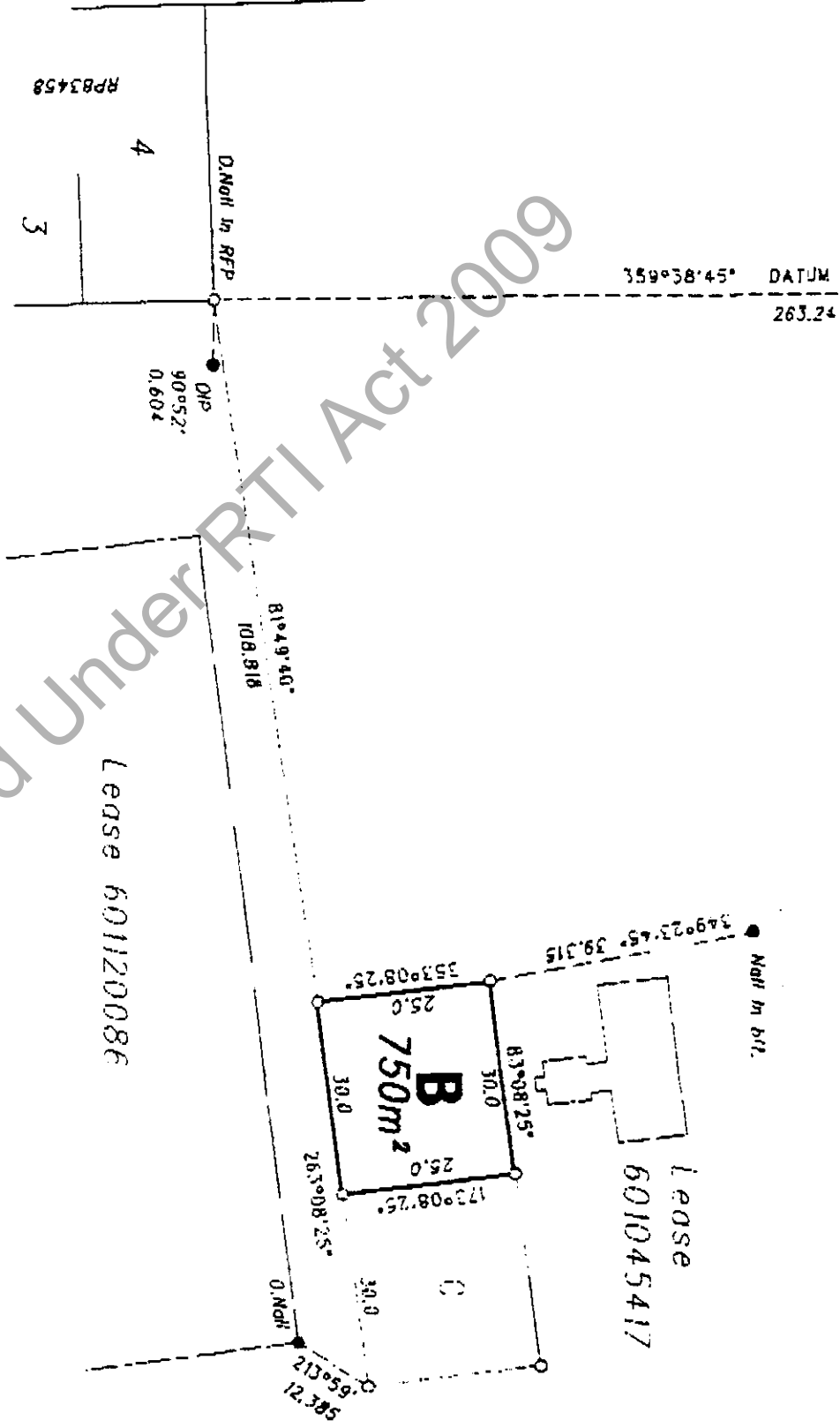
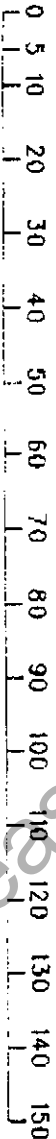

N.E. Gorrle,
CHIEF EXECUTIVE OFFICER

PROPOSED LEASE AREA - MARYBOROUGH CALEDONIAN SOCIETY
AND PIPE BAND

 Possible Lease Area
of 750 m² (25 x 30)



SALTWATER CREEK ROAD



PLAN OF LOT BILEASE

D.J.MATHESON PTY.LTD., ACN 010 380 293
 hereby certifies that the Company has surveyed
 the land contained in the plan by Maxwell James
 SMALL, Licensed Surveyor, and by Maxwell James
 SUMNER, Licensed Surveyor, for whose work the
 Company accepts responsibility, that the plan
 is a true and correct copy of the original
 in accordance with the Survey Act 1977 and the
 Survey Regulations 1977, and that the said survey
 was conducted in accordance with the said Act
 and Regulations.

Director &
 Licensed Surveyor
 Date 8/2/98

BEING PART OF THE LAND CONTAINED IN
 LOT 6 on RP817665
 Orig. Secs. 152-154, 186-188, & 209 &
 Orig. Pors. 157, 159-163, 167, 168 & 177-180
PARISH MARYBOROUGH
COUNTY MARCH
 (C/T 50091349)

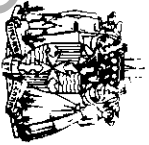
D.J.MATHESON PTY. LTD.
 LICENSED SURVEYOR
 5 March Lane,
 MARYBOROUGH, Q'ld. 4650
 Phone (07) 41222611... Fax: (07) 41223214
 ACN 010 380 293
 Ref. No. 1282-3

Released Under RTI Act 2009

PAYMENT BY CHEQUE
Acceptance of a cheque and the issue of a receipt therefor is conditional on collection of the proceeds, and until collection no credit is to be given or implied

OFFICIAL RECEIPT

331986

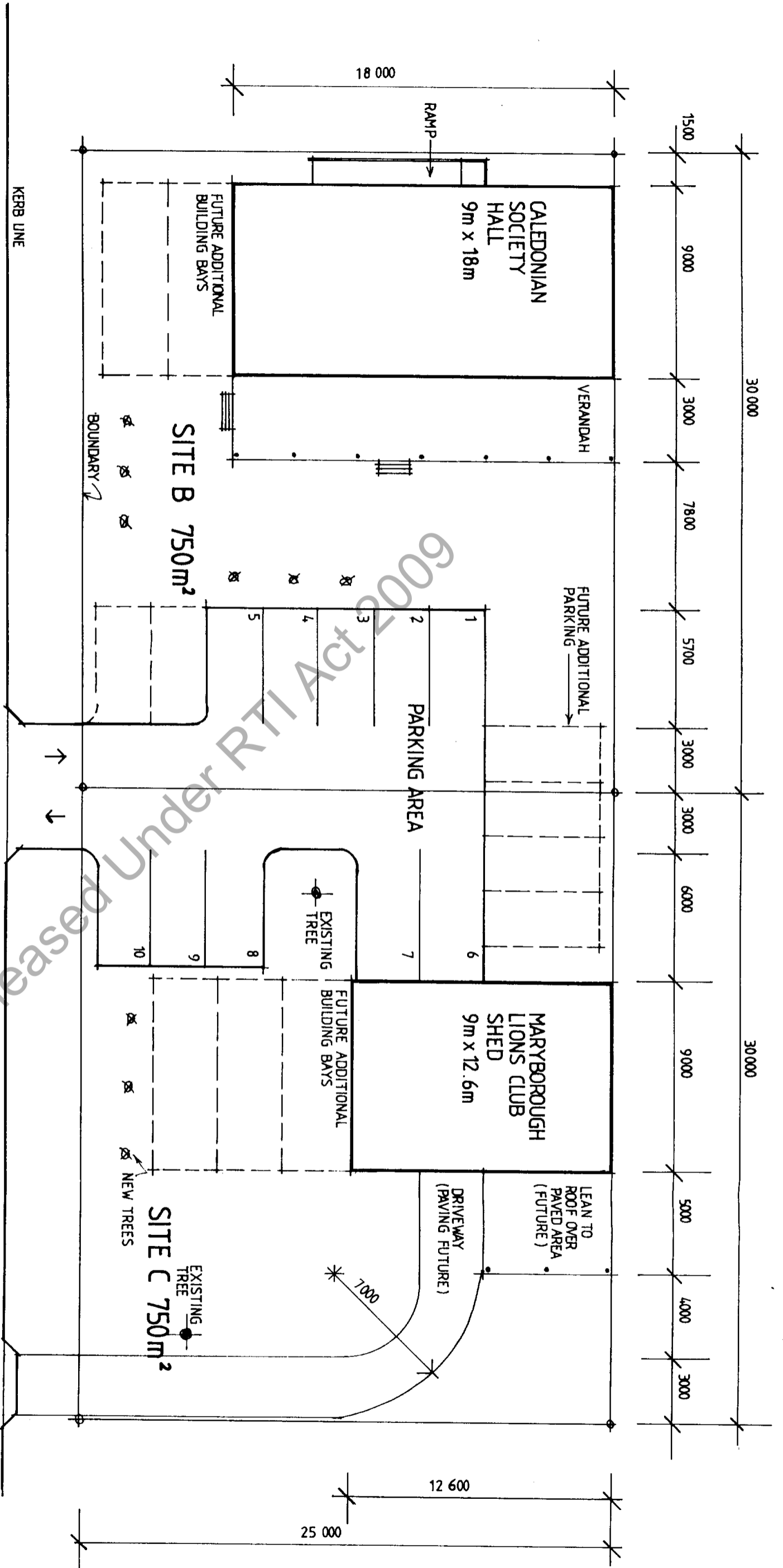


MARYBOROUGH CITY COUNCIL
Administration Centre,
Maryborough, Queensland
Box 110, P.O., Maryborough 4650
Telephone: (071) 23 8888, Fax: (071) 23 1470

DATE	RECEIPT No.	DETAILS	AMOUNT
19/02/98	66131	Cheque Received from MBR0 CALEDONIAN SOCIETY	
14:52		Tel ML Bank Branch WESTPAC MBR0	
		Our Reference	
		L 1021105.1000 T/PLAN	
		APPLICATION FEES	
		MBR0 CALEDONIAN SOCIETY	
		APPL PERMITTED DEVELOPMENT	
		AIRPORT RESERVE	
Receipt Total			

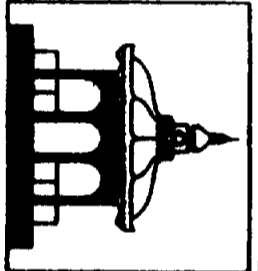
Chas

Released Under RTI Act 2009



SITE APPROVAL PLAN

Released Under RTI Act 2009

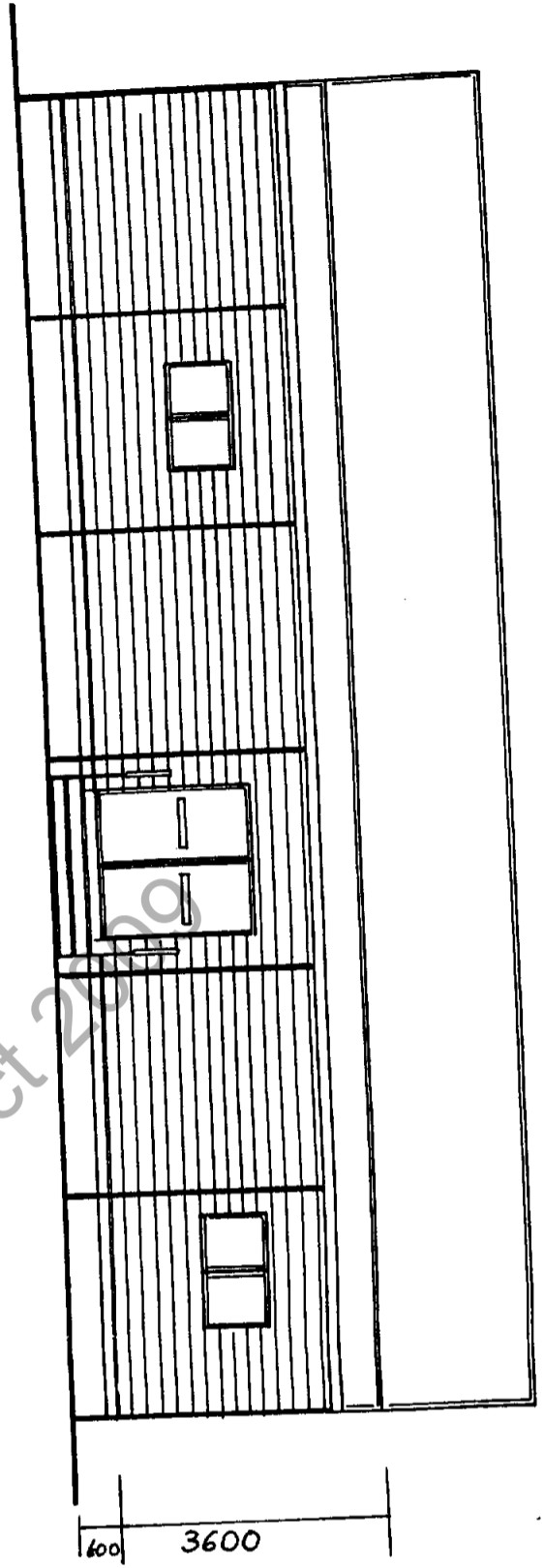
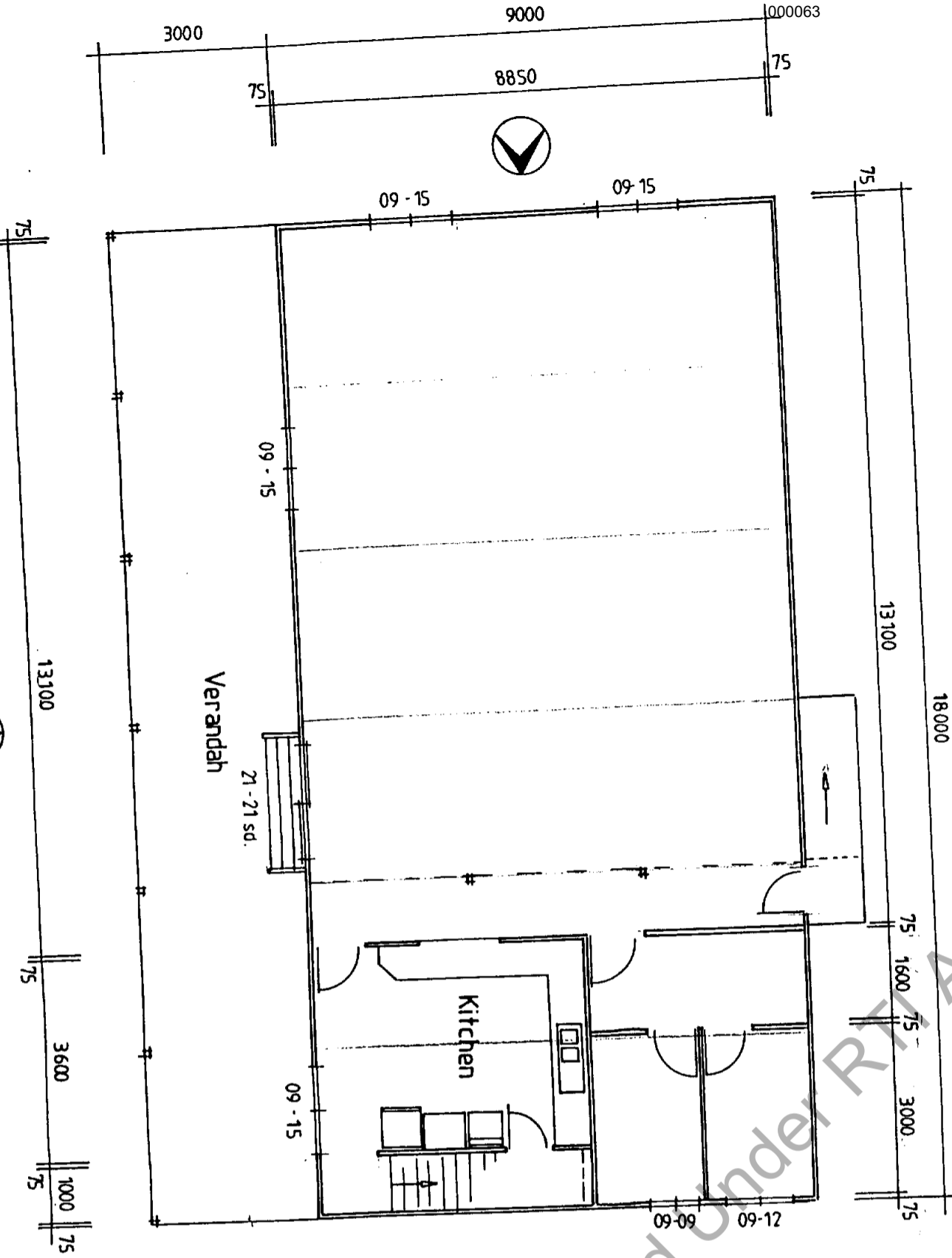


MARIAN GRAHAM ARCHITECTS
 320 ALICE ST. PO. BOX 382
 MARYBOROUGH QLD. 4550
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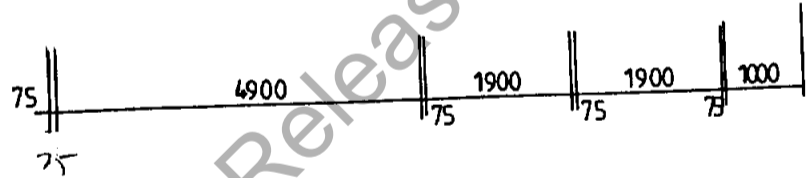
**SITE LAYOUT
 PROPOSED CLUB FACILITIES
 MARYBOROUGH AIRPORT LAND**

DATE	18.2.98
SCALE	1 : 200
REF	9783 A01

E100B PLAN



PROPOSED BUILDING
 MARYBOROUGH CAL EDDNIRN
 SOCIETY INC.



MEZZANINE LEVEL

