



INTERNAL MEMORANDUM

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TO: Mick Kruger
FROM: Andrew Brien
SUBJECT: Bauple Men's Shed
REFERENCE: Docs#1989308
DATE: 4 January 2011

Bauple Men's Shed

1. Council Policy sets out specific requirements for leases. Whilst the group wants a 99 year lease, the policy is specific in that the maximum term is 20 years. We could suggest that a 20 year lease with a renewal option for a further 20 be included (Attachment 1, 2 and 3).
2. Ownership of the building should remain with the group in accordance with the emails sent to them on 25 October 2010 and 6 December 2010 from Toni Souvlis (attachment 4 and 5).
3. This is basically in accordance with the Council Policy and whilst the concept is supported in principle the group should develop a site Master Plan so that Council is aware of everything that is proposed.
4. The payment of rates is as per the current Council Policy and is applied to all groups. The Council may wish to review the policy as part of the budget process this year, however at present it is applied consistently across the entire region.

The total rates payable will be \$25000 which includes the Environmental levy and Rural Fire levy (\$25 each).

If they wish to reduce the amount they could still join with the Bauple Recreation Grounds Committee and split the bill between them.

As this is an adopted Council Policy, the only exception would be via Council resolution. If you want to go down this line, the group should write to Council to outline the exceptional circumstances that they feel exist to exempt them from the policy.

Regards

Andrew Brien
CEO

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Kamala Dunn

From: Toni Souvlis
Sent: Monday, 25 October 2010 11:55 AM
To: Bauple Community Shed
Subject: RE: Lease

John,

In reply to your email below. At this point in time ownership of the shed rests with your Group. As Council did not contribute to the facility, we cannot claim ownership of the facility. Whilst it is a facility located on land which Council is Trustee of, the shed could easily be relocated by your Group if you wished to relocate to another site at some future point in time.

At the on-site meeting held with your Group and the Bauple Recreation Group quite a number of months ago, this matter was discussed and it was your Group that indicated that you would like ownership of the shed facility to rest with Council and your Group requested that the lease being prepared show that the shed is owned by Council. The draft lease was completed as requested, however, it has not been signed to date and accordingly at this point in time is not a binding document. Accordingly, at this point in time as Council did not contribute to the facility, Council cannot claim ownership of the facility.

We have a group of staff members looking at Council's concessional policy relating to rates and charges for community and sporting groups for the 2011/12 budget. However, this will not change the standard lease agreement which all Groups have been and are offered in relation to occupation of Council freehold and Reserve land.

As indicated previously, the lease fee is only \$1.00 (which is not charged for) and as your Group are not connected to reticulated water or sewerage, the ongoing rates assessment for your Group would be the concessional general rates amount of \$200.00, environmental levy \$25.00, Council rural fire levy \$25.00 (not a Council charge) and the payment for any bin service if you have one at your shed (\$286.00 per bin per annum). So without a bin service, your annual rates assessment would amount to \$250.00 based on the Council's 2010/11 rates and charges.

However, if you decide to sit under the lease of the Bauple Rec Grounds Group, it would mean only one rates assessment to be divided between your Group and the Rec Grounds Group following a determination between your Groups of the shared cost of the rates assessment of \$250.00 following the signing of a Lease Agreement with Council.

Has your Committee discussed or made a decision in relation to whether you wish to proceed with a separate lease or whether you still wish to come under the auspice of the Bauple Recreation Grounds Group lease. Obviously one lease offers a cheaper option for both Groups. However, the decision is one that your Group needs to make so that you can be operating with tenure for the land that you currently occupy and ownership of the shed facility can be clearly indicated in the Lease Agreement which would be signed by both parties acknowledging the ownership of the shed.

I am happy to discuss this matter any time with your Group in order to progress your tenure of the Reserve area. Please feel free to give me a call Ph. 4190 5804 or I can again come out to see you on-site.

Thanks, Toni Souvlis

From: Bauple Community Shed [<mailto:bauplecommunityshed@gmail.com>]
Sent: Monday, 25 October 2010 10:58 AM

To: Toni Souvlis
Subject: Re: Lease

Toni

Thank you for your letter of October 15 re the procedure for getting the repairs to our shed attended to. I will get some photos and two quotes as you requested.

I am very confused about the ownership of our shed. Yes, we did raise the funds for the building and the community donated more than 3000 hours to bring it to what it is today. However, soon after we began the erection of the shed we had a council valuer doing an assessment of its value as he said it was owned by the council and he needed to know what it was worth and add it to the council asset register. You yourself, when you first met with us re leasing, said the council owned it but we could have that changed on the lease if we wanted. Now you are telling me that we own the shed.

We would appreciate clarification on this urgently as we need to raise funds for an insurance policy to cover the building if in fact we are the owners of the building, particularly as we are entering the storm season. We have been assuming that council owns the building and would make any repairs to the exterior should they be damaged.

We are expecting word any day from Fair Trading that we are now an incorporated body. Our next step is to move toward a lease. I had a conversation with Gerard O'Connell about a month ago regarding the "One size fits all" policy of the council regarding leases. He said that in October, council would be looking at options for smaller communities and how any policy change might effect the council budget. As yet I have heard nothing further from him on this matter.

Regards
John Williams

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Kamala Dunn

From: Toni Souvlis
Sent: Monday, 6 December 2010 7:28 AM
To: Bauple Community Shed
Subject: RE: FW: Lease
Attachments: DOCSHBCC-#1100054-v1-
STANDARD_lease_reference_schedule_for_community_groups_on_TRUSTEE_LAND_-
_to_be_sent_with_CCIL_standard_terms_document_&.DOC; Council Community
Leases Standard Terms Document.tif; Mandatory Standard Terms Doc Trustee
Lease.tif

John,

As you will have seen I was on leave until today. Unfortunately the timing was not great for your meeting on Saturday. I have attached a copy of Council's standard lease together with the attaching standard term documents of Council and the Department of Environment and Resource Management that form part of the lease for your information. It is the same document that has been previously sent to the Bauple Community Group as it is a standard lease. The only change is of course that the area of the lease is different. If you are only leasing the land and wish to retain ownership of the building, you will require a sketch plan to be completed by a registered surveyor to be attached to the lease as a requirement of the Department of Environment and Resource Management.

If you wish to discuss any matters, I am happy to meet you on site or discuss any issues or concerns you have over the phone, so please don't hesitate to give me a call on Ph. 41905804 or 0438905804.

Thanks, Toni Souvlis

From: Bauple Community Shed [<mailto:bauplecommunityshed@gmail.com>]
Sent: Friday, 3 December 2010 3:07 PM
To: Toni Souvlis
Subject: Re: FW: Lease

Hi Toni,

I have been waiting for a full copy of the proposed lease for our Community Shed, but it has not yet arrived. One of our committee members spoke to someone on your staff yesterday, but he was not hopeful of getting a copy in the near future.

We have a full membership meeting tomorrow (Saturday) at 12:30 and the main topic of general business was to discuss the lease and the ownership of our building (us or council). We only meet as a full membership every three months so I was hoping to have all information to put in front of everyone so they could be fully informed.

If you have an electronic copy and could e-mail it to me, I would be most grateful. We are prepared to move with this now that we are a separate incorporated body.

I look forward to hearing from you.

Sincerely

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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	County	Parish	Title Reference
	March		

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
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4. Interest being leased
Reserve

5. Description of premises being leased
Lease on SP

6. Term of lease Commencement date/event: Expiry date: and/or Event: *Options: Nil #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration See Form 20 Schedule
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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:- Mandatory Standard Terms Document No. 711932983, Standard Terms Document No. 711548308 and the attached schedule.
* delete if not applicable

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

.....signature	
.....full name	Mr. A.G. Brien, CHIEF EXECUTIVE OFFICER
.....qualification	/ /

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

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

.....signature	
.....full name	Designation
.....qualification	/ /

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

SCHEDULE

Title Reference - #

1. Trustee Lease**1.1 What is a Trustee Lease?**

The Trustee offers the following explanation to the Trustee Lessee of this Trustee Lease to assist in their understanding of the Lease Documents, however the explanation in this clause 1.1 does not form part of the Lease –

- (1) The Trust Land, of which the Leased Area forms part, is not freehold but a Reserve (called Trust Land in this document) set aside pursuant to a Deed of Grant in Trust under sections 30 to 90 of the Land Act 1994, as amended.
- (2) The Trust Land was established by the Grant under the control of the Trustee.
- (3) The Grant appoints the Trustee as the trustee of the Trust Land.
- (4) The Leased Area (called the Premises in the Land Act) is part of the Trust Land.
- (5) The provisions of the Land Act and the Grant govern the Trust Land and this Trustee Lease.
- (6) This Lease is a Trustee Lease pursuant to section 57 of the Land Act.
- (7) The Minister's consent to this Trustee Lease is required by section 57 of the Land Act.

1.2 Terminology

Terms defined in the Mandatory Standard Terms Document apply to all of the Lease Documents. For convenience the main terms are listed below.

- (1) **Act**
- (2) **Minister**
- (3) **Premises**
- (4) **Trust Land**
- (5) **Trustee**
- (6) **Trustee Lease**
- (7) **Trustee Lessee**

1.3 Lease Documents

This Trustee Lease comprises the following –

- (1) This Form 7 and Form 20 Schedule containing the Reference Schedule, called the "**Lease Schedule**"
- (2) Mandatory Standard Terms Document No 711932933, called the "**Mandatory Standard Terms Document**"
- (3) Standard Terms Document No 711548306, called the "**Council Community Leases Standard Terms Document**",

and together they are referred to as the "**Lease Documents**".

SCHEDULE

Title Reference - #

1.4 How to Interpret the Lease Documents

- (1) The Mandatory Standard Terms Document applies in addition to and to the extent of any inconsistency prevails over all of the other Lease Documents,
- (2) The Lease Schedule is to be read with and vary the Council Community Leases Standard Terms Document.
- (3) The Council Community Leases Standard Terms Document was prepared to provide standard lease provisions for all leases from this Landlord/Trustee for leases of its property to community organisations of both freehold and trust land. However the terminology for freehold land differs from that for Trust Land. Therefore, for this Trustee Lease the below listed terms in the Council Community Leases Standard Terms Document are to be read as follows--
 - (a) **Landlord** is to be read as **Trustee**
 - (b) **Tenant** is to be read as **Trustee Lessee**
 - (c) **Land** is to be read as **Trust Land**
 - (d) **Leased Area** has the same meaning as **Premises** in the **Mandatory Standard Terms Document**

2. Reference Schedule

2.1 The Reference Schedule is intended to be read together with Council Community Leases Standard Terms Document. 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 Trustee and the Trustee Lessee by presenting the significant terms of the Lease in a table format; and
- (3) Assist the Trustee and the Trustee Lessee 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.

2.2 For the purpose of this Lease the Reference Schedule in Council Community Leases Standard Terms Document is to be completed as follows:-

Trustee	
Trustee	Fraser Coast Regional Council
Trustee Address	The Chief Executive Officer Fraser Coast Regional Council PO Box 1943 Hervey Bay Qld 4655
Trustee Lessee	
Trustee Lessee	
Trustee Lessee Address	

SCHEDULE

Title Reference - #

Leased Area	
Leased Area	The area shown as Lease on SP Lease Area:- The term "Leased Area" includes the Trustee's Property on or in the Leased Area
Street Address	
Land <i>(Real Property Description)</i>	Lot County March Parish Urangan Title Reference
Buildings	Means all of the buildings, fixtures and improvements on the Land including: <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements and • The Trustee Lessee Supplied Buildings and Improvements.
Trustee Supplied Buildings and Improvements	Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee At the commencement of this Lease the Trustee Supplied Buildings and Improvements include – <ul style="list-style-type: none"> • <i>(list)</i>
Trustee Lessee Supplied Buildings and Improvements	Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee Lessee. At the commencement of this Lease the Trustee Lessee Supplied Buildings and Improvements are – <ul style="list-style-type: none"> • <i>(list)</i>
Trustee Property	Means all property owned by the Trustee in or on the Leased Area or the Land and includes – <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements • The Services • Any fitout and fixtures provided by the Trustee • <i>(list)</i>
Services	Means the following services which are provided to the Leased Area:- <ul style="list-style-type: none"> • <i>electricity,</i> • <i>telephone,</i> • <i>water,</i> • <i>sewerage,</i> • <i>other utilities</i>
Trustee Lessee Property	Means all property in or on the Leased Area owned by or under the control of the Trustee Lessee and includes the Trustee Lessee Supplied Buildings and Improvements, excluding the Trustee Property.

SCHEDULE

Title Reference - #

Duration of Lease	
Term	years
Commencement Date	
Expiry Date	
Rent	
Rent	\$1.00 per annum
Rent Payment Requirements	<p>The Rent is payable (if requested by the Trustee)</p> <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
Outgoings	
Outgoings	<p>The Trustee Lessee 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 Trustee.</p> <p>If an Outgoing is not assessed against the Leased Area only, the</p>

SCHEDULE

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	<p>Trustee Lessee pays a share of the Outgoings calculated as follows:</p> <p><i>Trustee Lessee's Share = Outgoing X Area of Leased Area / Area of the land for which the Outgoing is assessed</i></p>
<p>Outgoings Payment Requirements</p>	<p>The Trustee Lessee 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 Trustee within 14 days of being invoiced by the Trustee, • 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, • in the manner directed by the Trustee from time to time.
<p>Use of Leased Area</p>	
<p>Permitted Use</p>	<p>The Permitted Use of the Leased Area is for the purpose of <i>(insert the specific purpose for the group's proposed use)</i> conducted on a not for profit basis for the benefit of the community of the Fraser Coast by <i>(insert name of group)</i>.</p> <p>The Leased Area must not be used for –</p> <ul style="list-style-type: none"> a. the financial gain of the members of <i>(name of group)</i> b. conduct of a business c. activities contrary to the objects within the Constitution of the <i>(name of group)</i> d. activities that contravene the Local Laws of the Fraser Coast Regional Council e. activities that contravene the relevant Planning Scheme of the Fraser Coast Regional Council f. activities that conflict with the designated purpose of the Reserve, that being xxxxxxxxxxxxxx purposes
<p>Use of Leased Area</p>	<p>The Trustee Lessee must comply with the provisions regarding the use of the Leased Area in clause 4.1 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Conduct</p>	<p>The Trustee Lessee must not do any of the things listed in clause 4.2 of the Council Community Leases Standard Terms Document without obtaining the Trustee's prior written consent pursuant to clause 4.3 of</p>

SCHEDULE

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	the Council Community Leases Standard Terms Document																		
Trustee Lessee's Obligations	The Trustee Lessee must comply with the specific obligations in clause 4.4 of the Council Community Leases Standard Terms Document																		
Special Rules	<p>Pursuant to clause 4.4(j) of the Council Community Leases Standard Terms Document, the Trustee Lessee must comply with the following special rules:</p> <ul style="list-style-type: none"> The Trustee Lessee 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 Trustee Lessee 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 Insurers" 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>Trustee Supplied Buildings & Improvements</td> <td>Full Replacement Value</td> <td>Trustee</td> </tr> <tr> <td>Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property</td> <td>Full Replacement Value</td> <td>Trustee Lessee</td> </tr> <tr> <td>Public Liability</td> <td>\$20,000,000.00</td> <td>Trustee Lessee</td> </tr> <tr> <td>Plate Glass</td> <td>Full Replacement Value</td> <td>Trustee Lessee</td> </tr> <tr> <td>Workers Compensation</td> <td>Statutory Cover</td> <td>Trustee Lessee</td> </tr> </tbody> </table>	Risk	Amount of Cover	Who Insures	Trustee Supplied Buildings & Improvements	Full Replacement Value	Trustee	Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property	Full Replacement Value	Trustee Lessee	Public Liability	\$20,000,000.00	Trustee Lessee	Plate Glass	Full Replacement Value	Trustee Lessee	Workers Compensation	Statutory Cover	Trustee Lessee
Risk	Amount of Cover	Who Insures																	
Trustee Supplied Buildings & Improvements	Full Replacement Value	Trustee																	
Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property	Full Replacement Value	Trustee Lessee																	
Public Liability	\$20,000,000.00	Trustee Lessee																	
Plate Glass	Full Replacement Value	Trustee Lessee																	
Workers Compensation	Statutory Cover	Trustee Lessee																	
Requirements for Insurance to be arranged by Trustee Lessee	<p>For the insurance that must be arranged by the Trustee Lessee –</p> <ul style="list-style-type: none"> The insurance must be in the names of the Trustee and the Trustee Lessee (except for Workers Compensation Insurance) The insurance must be with an insurance office or company approved by the Trustee, which will not to be unreasonably withheld The Trustee Lessee must give the Trustee. <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. 																		

SCHEDULE

Title Reference - #

Title Reference - #	
Costs	
Costs payable by Trustee Lessee	<p>The costs payable by the Trustee Lessee are -</p> <ul style="list-style-type: none"> • any stamp duty assessed on the Lease • the costs of registering the Lease, if the Trustee Lessee requires the Lease to be registered • the costs of the survey/sketch plan attached or to be attached to the Lease • the Trustee's reasonable legal costs and expenses of and incidental to the negotiation, preparation and execution of this Lease • the Trustee Lessee's own legal costs • all reasonable costs and expenses incurred (including legal costs and outlays on a full indemnity basis) by the Trustee in relation to any notice given to the Trustee Lessee 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 Trustee to enforce the Trustee Lessee's performance and obligations under this Lease
Costs Payable by Trustee	Nil
Repair and Maintenance	
Trustee Lessee Maintenance & Cleaning Obligations	<p>What the Trustee Lessee is Responsible For</p> <p>The Trustee Lessee must:</p> <ul style="list-style-type: none"> • Keep the - <ul style="list-style-type: none"> ○ Trustee Supplied Buildings and Improvements, ○ Trustee Lessee Supplied Buildings and Improvements and ○ Trustee Property, <p>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> • Keep the Trustee Lessee's Property clean and in good repair • Repair any damage to the Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by the Trustee Lessee or the Trustee Lessee's Agents • Maintain, repair and replace damaged or broken <ul style="list-style-type: none"> ○ plate glass and other glass in the Buildings with glass of similar quality;

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	<ul style="list-style-type: none"> ○ gates, shutters, doors, locks, windows, window fittings of the Buildings; and ○ light bulbs, tubes and associated fittings in the Buildings, and <ul style="list-style-type: none"> • 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 Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by vandalism or graffiti <p>What the Trustee Lessee Is Not Responsible For</p> <p>The Trustee Lessee is not responsible for the Trustee 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 Trustee Lessee or the Trustee Lessee's Agents.</p> <p>The Trustee Lessee is not responsible for the replacement of the Trustee's Property, unless the replacement is required because of the act or negligence of the Trustee Lessee or the Trustee Lessee's Agents</p>
<p>Trustee Maintenance Obligations</p>	<p>What the Trustee 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 Trustee Lessee's responsibility pursuant to this Lease, <p>then –</p> <ul style="list-style-type: none"> • the Trustee must take all reasonable steps to reinstate the Service • the Trustee's liability is limited to the reasonable costs of reinstating the Service, and • the Trustee Lessee releases the Trustee from and agrees that the Trustee 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 Trustee Lessee carrying out any Building Work:</p> <ul style="list-style-type: none"> • on the Leased Area, • to the Trustee Supplied Buildings & Improvements, or

SCHEDULE

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	<ul style="list-style-type: none"> to the Trustee Lessee Supplied Buildings & Improvements <p>without the approval of the Trustee and provides a mechanism for obtaining that approval and regulating the carrying out of the Building Work</p> <p>See clause 7 in the Council Community Leases Standard Terms Document</p>
Assignment, Subletting and Charging	
Can the Trustee Lessee Assign or Transfer the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document.
Can the Trustee Lessee Sublet	No - See clause 8.1 of the Council Community Leases Standard Terms Document
Can the Trustee Lessee Charge or Encumber its interest in the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document
End of Lease	
Trustee Lessee Obligations	<p>At the expiry or sooner termination of the Lease, the Trustee Lessee must -</p> <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 Trustee Lessee's Property from the Leased Area, except for that property being transferred to the Trustee, repair any damage caused by removal of the Trustee Lessee's Property return all keys, security passes and cards held by the Trustee Lessee or its employees.
Trustee Lessee Supplied Buildings & Improvements transferred to Trustee	<p>At the expiry or sooner termination of the Lease the following Trustee Lessee Supplied Buildings & Improvements become the property of the Trustee:-</p> <ul style="list-style-type: none"> (list)

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Special Conditions to this Trustee Lease

For the purpose of this Trustee Lease the following special conditions apply, subject to the Mandatory Standard Terms Document -

1. #

FCRC - Released Under RTI Act

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1984 and Water Act 2000

GENERAL REQUEST

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Duty Imprint

FORM 14 Version 4
Page 1 of 1



711548306

NO FEE
03/04/2008 10:34

MH 608

1. Nature of request

REQUEST TO REGISTER STANDARD TERMS
DOCUMENT FOR LEASE

Lodger (Name, address, E-mail & phone number)

Bell Dixon Butler Lawyers
12 Bldeford Street
Torquay Qld 4655

Lodger Code

MH015

2. Lot on Plan Description

NOT APPLICABLE

County

Parish

Title Reference

3. Registered Proprietor/State Lessee

NOT APPLICABLE

4. Interest

NOT APPLICABLE

5. Applicant

COUNCIL OF THE CITY OF HERVEY BAY

6. Request

I hereby request that: pursuant to S169 of the Land Title Act 1994 the attached Standard Terms Document containing Lease covenant for Council of the City of Hervey Bay be registered.

7. Execution by applicant

31/3/08
Execution Date

David Jason Buckley

Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

FCRC - Released Under RTI Act

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**HERVEY BAY CITY COUNCIL
COMMUNITY ORGANISATIONS
STANDARD TERMS DOCUMENT**

FCRC - Released Under RTI Act

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FCRC - Released Under RTHA

Reference Schedule

The Reference Schedule is intended to be read together with Standard Terms Document number ##. The purpose of the Reference Schedule specifically, 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. Assisting the Landlord and the Tenant by presenting the significant terms of the Lease in a table format; and
3. Assisting the Landlord and the Tenant by specifically drawing their attention to other important provisions that are contained in the Lease Memorandum but not reproduced in their entirety in this Reference Schedule.

Landlord	
Landlord	Council of the City of Hervey Bay
Landlord Address	The Chief Executive Officer Hervey Bay City Council PO Box 5045 Torquay Qld 4655
Tenant	
Tenant	
Tenant Address	
Leased Area	
Leased Area	
Street Address	
Land (Real Property Description)	
Buildings	
Landlord Supplied Buildings and Improvements	
Tenant Supplied Buildings and Improvements	
Landlord Property	
Services to Leased Area	
Tenant Property	
Duration of Lease	
Term	
Commencement Date	
Expiry Date	

Rent			
	Rent		
	Rent Payment Requirements		
	Rent Review		
Outgoings			
	Outgoings		
	Outgoings Payment Requirements		
Use of Leased Area			
	Permitted Use		
	Use of Leased Area		
	Tenant's Conduct		
	Tenant's Obligations		
Insurance			
	Risk	Amount of Cover	Who Insures
	Lease Insurance Requirements		
	Requirements for Insurance to be arranged by Tenant		
Costs			
	Costs payable by Tenant		
	Costs payable by Landlord		
Repair and Maintenance			
	Tenant Maintenance & Cleaning Obligations		
	Landlord Maintenance Obligations		
	Building Work		

Assignment, Subletting and Charging	
Can the Tenant Assign or Transfer the Lease	
Can the Tenant Sublet	
Can the Tenant Charge or Encumber its Interest in the Lease	
End of Lease	
Tenant Obligations	
Tenant Supplied Buildings & Improvements to Landlord	

FCRC - Released Under RTI Act

1. Interpretation

1.1 Terms and Reference Schedule

Terms in bold in the Reference Schedule have the meaning shown opposite

1.2 Definitions

- (1) "Building" means all buildings and improvements on the Land of which the Leased Area form part including the land
- (2) "Landlord's Agents" means the employees, agents or contractors of the Landlord
- (3) "Tenant's Agents" means the employees, agents, contractors, consultants, customers, workman, invitees, clients, visitors (with or without invitation) members, sub-tenant's, licensees and any other person who may claim through the Tenant.

1.3 Reference

- (1) Reference to:
 - (a) the singular includes the plural and the plural includes the singular
 - (b) a person includes a body corporate
 - (c) a party includes the party's executors, administrators, successors and permitted assigns.
- (2) If a party consists of more than one person, this Lease binds them jointly and each of them severally.
- (3) Headings are for convenience only and do not form part of this Lease or affect its interpretation.

2. Rent and Other Payments

2.1 Payments

The Tenant must pay the Landlord:

- (1) the Rent in accordance with the Rent Payment Requirements in the Reference Schedule
- (2) the Outgoings in accordance with Outgoings Payment Requirements in the Reference Schedule
- (3) charges for Services to the Leased Area during the Term promptly to the relevant assessing authority if assessed directly against the Tenant but otherwise to the Landlord within 14 days of receipt of an invoice
- (4) the Costs Payable by the Tenant listed in the Reference Schedule on demand
- (5) any reasonable additional or unusual charges and expenses incurred by the Landlord at the request of the Tenant within 14 days of receipt of an invoice.

2.2 Manner of making Payments

Payments must be made in the manner directed by the Landlord in writing from time to time including without limited by electronic funds transfer.

2.3 Charges for Electricity

The Tenant acknowledges that if the Landlord supplies electricity to the Tenant as provided in the *Electricity Act 1994* and Section 244 of the *Electricity Regulations 1994* that the Landlord has elected to recover the cost of it from the Tenant as provided in that Act.

2.4 Interest

If the Tenant is late in paying the Landlord any money, the Landlord may charge the Tenant daily interest on any late payments at the rate of two percent (2%) per month or any part of a month. All interest charged must be paid on demand.

2.5 GST

(1) The parties agree that:-

- (a) In this Lease "GST" means GST within the meaning of the GST Act, and "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time).
- (b) Terms used in this Lease that are defined in the GST Act have the same meaning given in the GST Act.
- (c) All amounts payable by the Tenant to the Landlord under this Lease are stated exclusive of GST.
- (d) Failure by the Tenant to pay the Landlord for the GST pursuant to this clause treated in the same manner as this Lease treats the failure to pay the consideration for the relevant taxable supply.

- (2) The Tenant must pay to the Landlord for each taxable supply made in connection with this Lease the amount of GST that will be payable by the Landlord for that taxable supply as and when the consideration for that taxable supply is payable by the Tenant to the Landlord.
- (3) The Landlord must give the Tenant a GST tax invoice for each taxable supply made in connection with this Lease.
- (4) The amount of each Outgoing excludes the amount of any input tax credit that the Landlord receives from the Australian Taxation Office on that Outgoing.

3. Rent Review

3.1 Rent Review

The Rent is reviewed in accordance with the requirements in the Rent Review section of the Reference Schedule.

3.2 Payment of Rent Prior to Review

- (1) Until a determination of Rent is made, the Tenant must pay the Rent payable before the date of the relevant review.
- (2) Any variation in Rent resulting from a review takes effect on the relevant review date.
- (3) Within fourteen (14) days of a determination, the Landlord must refund any overpaid Rent or the Tenant must pay any shortfall.

4. Use of the Leased Area

4.1 Use of Leased Area

- (1) The Tenant must bring the Leased Area into active and bona fide use for the Permitted Use
- (2) The Tenant must not use the Leased Area for any purpose other than the Permitted Use without the prior written consent of the Landlord which may be granted or withheld in the Landlord's absolute discretion.
- (3) The Landlord does not warrant the Leased Area Landlord Supplied Buildings or the Landlord Property is suitable for any purpose or may be used for the Permitted Use.
- (4) The Tenant must not allow any part of the Leased Area to be used for the sale or consumption of liquor without, at the Tenant's expense, obtaining a liquor license under the Liquor Act 1991 Qld, as amended, authorising that consumption or sale and obtaining the Landlord's consent to that liquor license. The Landlord will not unreasonably withhold its consent to the Tenant's application for a restricted club permit, but may withhold its consent in its absolute discretion, to any other form of liquor license.

4.2 Conduct

The Tenant must not:

- (a) allow the Leased Area to be used for annoying, offensive or illegal acts which cause annoyance, nuisance, grievance, damage or disturbance to the occupants of adjacent Leased Area or to the Landlord
- (b) hold or permit to be held any auction or similar sale in the Leased Area
- (c) use any form of power other than gas or electric current or gas supplied through meters
- (d) overload the Services
- (e) damage the Landlord's Property
- (f) alter the Leased Area, install any partitions or equipment or do any building work
- (g) do anything that may invalidate the Landlord's insurance or increase the Landlord's premiums
- (h) display, paint or erect any signs,
- (i) knowingly use or allow the Landlord's Property to be used for any purpose other than those for which they were designed
- (j) interfere with the Services, any drains, water supply, gas, electrical, plumbing, air conditioning equipment or other services or any of the Landlord's Property
- (k) prepare or cook for sale or other commercial purpose any food on the Leased Area unless the preparation and sale of food is related to the Permitted Use and the Tenant strictly complies with all of the statutory requirements and policies of the Hervey Bay City Council in relation to the preparation and sale of food from the Leased Premises.
- (l) use any apparatus which radiates heat
- (m) bring any heavy machinery, plant or equipment into a Building on the Leased Area unless it is reasonably necessary for the Permitted Use and in any case must not overload the floors, walls or ceilings
- (n) make holes, deface or damage floors, walls or ceilings or other parts of Buildings on the Leased Area

- (o) install any gaming vending or amusement machines
- (p) use or install any product or property on the Leased Area likely to cause damage

4.3 Consent

The Tenant may seek the Landlord's written consent to any of the matters in Clause 4.2 which can be granted or refused in the Landlord's absolute discretion.

4.4 Tenant's Obligation

The Tenant must:

- (a) obtain and maintain all permits or consents required from any government authority to carry on the Permitted Use in the Leased Area
- (b) keep the Leased Area free from vermin
- (c) obey all reasonable directions and rules given by the Landlord relating to use of the Common Areas
- (d) obey any rules made by the Landlord relating to the operation, safety, use, occupation and management of the Building
- (e) Immediately notify the Landlord of any damage to, defect or disrepair in the Services or the Landlord's Property
- (f) Immediately notify the Landlord of any infectious diseases notifiable to the relevant Health Authority occurring on the Leased Area of which it is aware
- (g) immediately provide the Landlord with copies of all notices, which it is required to serve on or receive pursuant to any legislation relating to the Leased Area
- (h) lock all exterior doors and windows in the Building when the Building is not being used
- (i) pay all charges, assessments or impositions which may be levied in respect of the Leased Area during the Term and arising as a result of the use and occupation of the Leased Area by the Tenant
- (j) comply with the Special Rules in the Reference Schedule.

4.5 Contamination

(1) Definitions

In this Clause 4.5:

- (a) "Act" means *The Environmental Protection Act 1994 (Qld)* and includes any modification or re-enactment of, or any legislative provisions substituted for, and all legislation and statutory instruments issued under such Act;
- (b) "Complaint" means any notice, communication or complaint alleging non-compliance with any Law or Requirement;
- (c) "Compliance Costs" means costs, expenses, liabilities, fines and penalties;
- (d) "Comply" means to take any action specified in any Law or Requirement or considered reasonably necessary by the Landlord in order to comply with any Law or Requirement and **Complied** has a corresponding meaning;

- (e) "Contamination" means anything which causes land to be or become contaminated for the purpose of Contamination Laws and Contaminate has a corresponding meaning;
- (f) "Contamination Laws" means all laws, whether present or future and whether federal, state or local, which deal with pollution or the contamination of land including, but without limitation, the Act;
- (g) "Environment" has the meaning given to that term as defined in *The Environmental Protection Act 1994*;
- (h) "Environmental Harm" has the meaning given to that term in *The Environmental Protection Act 1994*;
- (i) "Environmental Authority" means any authority or government agency dealing with assessment, identification or remediation of land affected by a Harmful Substance;
- (j) "Harmful Substance" means any substance which, at the date of contamination or a later date, is determined by an Environmental Authority to be harmful to human health or the Environment;
- (k) "Law" means a Contamination Law or law relating to protection of the Environment, workplace health and safety or town planning;
- (l) "Licence" means any licence, permit, authority, approval or consent relating to the Leased Area or required in connection with its use by the Tenant; and
- (m) "Requirement" means a requirement relating to the Environment, prevention of pollution, workplace health and safety or town planning and includes a condition of any Licence.

(2) Tenant's Obligation Regarding Contamination

The Tenant must:-

- (a) not Contaminate or allow the Leased Area or the Land or any adjoining Leased Area to be Contaminated by anything done in or upon the Leased Area or the Land;
- (b) comply with and observe all Laws and Requirements concerning:-
 - (i) the Land and or the Leased Area; or
 - (ii) any other land which is affected by a Law or Requirement because of the Tenant's use of the Leased Area,

whether the Law or the Requirement is addressed to, or required to be complied with by either the Tenant or Landlord or both or by any other person;

- (c) if any Requirement or Complaint is notified to or served upon the Tenant, promptly provide a complete copy to the Landlord;
- (d) if it is lawful to do so, obtain the Landlord's consent, such consent not to be unreasonably withheld, before Complying with any Law or Requirement under Clause 4.5(2)(b);
- (e) yield up the Land at the expiration or sooner determination of the Term free from all Contamination and substances, which may cause Environmental Harm.

(3) Landlord's Rights

The Landlord may:-

- (a) If the Tenant fails to comply with Clause 4.5(2)(b):-

- (i) without prejudice to any of its other rights, elect to Comply (wholly or partially) with any Law or Requirement at the Tenant's expense; and
- (ii) if the Landlord elects to partially Comply with any Law or Requirement, elect to have the balance of the Law of the Requirement Complied with by the Tenant;
- (b) inspect the Leased Area for the purpose of ascertaining whether the Tenant is Complying with all Laws and Requirements or for the purpose of investigating any Complaint.
- (4) **Tenant's Warranties**
- Except as disclosed to the Landlord prior to the execution of this Lease, the Tenant warrants to the Landlord that the Tenant:-
- (a) has been issued with and, if required, will apply for and maintain, at its own expenses, all Licences;
- (b) has Complied with and will continue to Comply with the terms and conditions of all Licences; and
- (c) has supplied and will continue to supply the Landlord with copies of all Licences.
- (5) **Other Contamination**
- Notwithstanding the previous provisions of this Clause 4.5, the Tenant shall not be responsible for the remediation of any Contamination which the Tenant can prove:-
- (a) occurred prior to the Tenant first occupying the Land, whether pursuant to this Lease or any previous lease or agreement or arrangement; or
- (b) was caused by the Landlord.
- (6) **Tenant to Indemnify**
- The Tenant indemnifies the Landlord against all reasonable Compliance Costs and other Costs incurred or paid by the Landlord as a result of any breach by the Tenant under this Clause 4.5.

5. Maintenance and Cleaning

5.1 Repair & Cleaning

The Tenant must comply with the Tenant's Maintenance and Cleaning Obligations in the Reference Schedule.

5.2 Landlord's Right to Inspect and Repair

- (1) Upon giving the Tenant two (2) days notice in writing, the Landlord may inspect or carry out repairs, maintenance, or building work in or around the Leased Area at any reasonable time. In an emergency, the Landlord may enter at any time without giving the Tenant notice.
- (2) The Landlord may carry out any of the Tenant's obligations under this Lease if the Tenant does not carry them out on time or as reasonably directed by the Landlord. If the Landlord does so, then the Tenant must pay the Landlord's expenses.

6. Landlord Property and Tenant Property

6.1 Landlord Property

- (1) The Landlord Property identified in the Reference Schedule is and remains owned by the Landlord.

- (2) The Tenant must not damage or alter any of the Landlord Property without the consent of the Landlord which must not be unreasonably withheld.

6.2 Tenant Property

The Tenant Property identified in the Reference Schedule is and remains owned by the Tenant.

7. Building Work

7.1 Definitions

For the purpose of this Lease and this clause in particular, "Building Work" means any building work on the Leased Area, or to the Landlord Supplied Buildings & Improvements, or to the Tenant Supplied Buildings & Improvements and includes, without limitation, the following work –

- (1) Building repairing, altering, underpinning (whether by vertical or lateral support) moving or demolishing a building or other structure;
- (2) Work regulated under Standard Building Regulation 1993;
- (3) Excavating or filling –
 - (a) for or incidental to the activities mentioned in this definition, or;
 - (b) that may adversely affect the stability of the Leased Area, Building or other structure on the Land or adjoining land.
- (4) Supporting (whether vertically or laterally) any land for activities mentioned in this clause 7.1;
- (5) Painting or plastering or altering the appearance of a building, improvement structure or fixture;
- (6) Renovations, alterations or additions;
- (7) Excavations, disturbances or changes to the landscape or natural features of the Land that alters the appearance of the Land;
- (8) Work on any fixtures or fittings on the Leased Area regardless of whether they are Tenant Property or Landlord Property.

7.2 Prohibition on Building Work

The Tenant must not carry out any Building Work without the Landlord's consent which the Landlord may give or withhold in its absolute discretion.

7.3 Procedure for Approval of Building Work

If the Tenant wishes to seek the Landlord's approval for Building Work, the Tenant must submit to the Landlord any material or information reasonably requested by the Landlord and including, without limitation –

- (1) Construction plans for the Building Work;
- (2) Specifications for the Building Work including the type, quality, colour and size of materials to be used in the Building Work;
- (3) Samples for the materials for the Building Work;
- (4) The name of the builder and any other contractors to be engaged to carry out the Building Work;
- (5) The timetable for carrying out the Building Work.

7.4 Landlord's Approval of Building Work

- (1) If the Tenant seeks the Landlord's approval to carry out Building Work, the Landlord may
- (a) give its approval;
 - (b) withhold its approval;
 - (c) give its approval on conditions,
- in its absolute discretion. The Landlord must respond to the Tenant's request within a reasonable time of the request being made. The Landlord must respond in writing.
- (2) The Tenant must comply with the following regulations in relation to any Building Work carried out on the Leased Area –
- (a) the Building Work must be carried out in a proper workmanlike manner;
 - (b) the Building Work must be carried out strictly in accordance with the plans, specifications and materials approved by the Landlord pursuant to this clause 7;
 - (c) the Building Work must be carried out by the contractors approved by the Landlord pursuant to this clause 7 and those contractors must hold any applicable statutory licences for carrying out the Building Work;
 - (d) the Tenant must before any Building Work is commenced, obtain building approval from the local authority under the *Building Act 1975 Qld*;
 - (e) the Tenant must ensure its contractors carrying out the building work have, during the entire time in which the Building Work is undertaken, contractors or risk insurance for the reasonable construction value of the Building Work being undertaken by the Tenant and must on request by the Landlord provide the Landlord with copies of the insurances policies, Certificate of Currency for the insurance and receipt for payment of premiums;
 - (f) the Tenant must ensure that in carrying out the Building Work, the Tenant, its contractors, employees and agents comply at all times with all statutes, regulations and other laws applicable to the Building Work;
 - (g) the Tenant and its contractors and agents must comply with the reasonable directions of the Landlord from time to time as to the manner in which the Building Work is undertaken;
 - (h) the Tenant must not carry out any Building Work outside of the hours of 7:00am to 5:00pm Monday to Friday without the approval of the Landlord and must take all reasonable steps to minimise disruption to any occupiers or users of property in the vicinity of the Leased Area;
 - (i) the Tenant carries out the Building Work at its own risk;
 - (j) the Tenant indemnifies the Landlord and the agents, contractors and employees of the Landlord from and against all claims, demands, losses, damages, costs, liabilities and expenses which the Landlord or its agents, contractors or employees may sustain, incur or become liable in respect of or arising from the Building Work being carried out by the Tenant
 - (k) The Tenant must not alter the Building Work approved by the Landlord without it first obtaining the written consent of the Landlord which may be granted, withheld or granted subject to conditions in the absolute discretion of the Landlord. The Landlord's approval must be in writing.

8. Assignment, Subletting and Charging

8.1 Prohibited Dealings

The Tenant must not

- (1) assign this lease,
- (2) sublet the Leased Area,
- (3) grant a mortgage over this Lease
- (4) license or otherwise part with possession of the Leased Area
- (5) if the Tenant is a company, change the shareholding company so that a different person or group of persons will control the composition of the board of directors or more than 50% of the shares giving a right to vote at general meetings

without the prior written consent of the Landlord which may be granted or refused or granted subject to conditions in the absolute discretion of the Landlord.

9. Common Areas

9.1 Common Areas

- (1) Common Areas means the areas of the Land designated for common use by the Landlord
- (2) The Landlord may from time to time add or remove areas of the Land or Buildings from the designated Common Areas.

9.2 Rules

The Landlord may make rules relating to the Land, Building and Common Areas dealing with:

- (1) their use, care and cleanliness
- (2) the preservation of good order
- (3) the comfort of persons
- (4) the location of garbage and refuse pending its removal
- (5) the closure of any part outside normal business hours
- (6) the external appearance.

9.3 Licenses For Use of Common Areas

The Landlord, can to grant to any person a licence to use any part of the Common Areas (other than toilets) provided such licence must not substantially adversely effect the Tenant's rights under this Lease.

10. Landlord Rights and Obligations

10.1 Quiet Enjoyment

Provided the Tenant complies with the terms of this Lease, the Tenant can peaceably hold and enjoy the Leased Area during the continuance of this Lease without any interruption by the Landlord or any other person lawfully claiming under the Landlord.

10.2 Maintenance

The Landlord must comply with the Landlord Maintenance Obligations in the Reference Schedule.

10.3 Rights in relation to Building

For all Landlord Supplied Buildings and Improvements, the Landlord:-

- (1) has the exclusive right to use of the exterior of the Building, but the Landlord must not interfere with or adversely impact upon the Tenant's use of the Leased Area
- (2) may name or rename the Building
- (3) may alter or build additions to the Building and in so doing interrupt the Services provided any interruption is minimised.

10.4 Landlord May Rectify

If the Tenant does not perform any obligation under this Lease the Landlord may perform that obligation as agent of the Tenant and the full cost to the Landlord of performing that obligation is payable by the Tenant to the Landlord on demand.

11. Risk

11.1 Own Risk

The Tenant occupies and uses the Leased Area at its own risk.

11.2 Release

The Tenant releases to the fullest extent permitted by Law, the Landlord and its agents, employees and contractors from all claims and demands resulting from any accident, damage, loss, injury or death occurring in the Leased Area or in any part of the Building or the Land except to the extent that it is caused by a deliberate act, negligence or default by the Landlord or its agents, employees or contractors or from structural defects.

11.3 Indemnity

Without limiting the generality of Clause 11.2 the Tenant indemnifies and holds indemnified the Landlord and its agents, employees and contractors from and against all actions, claims, losses, damages and costs for or in respect of which the Landlord may sustain or incur or for which the Landlord or its agents, employees and contractors shall or may be or become liable whether during or after the Term in respect of or arising from:

- (1) Breach of Covenant - Loss, damage or injury to property or person from or contributed to by the neglect or default of the Tenant to observe or perform any of the covenants, conditions and restrictions on the part of the Tenant whether positive or negative expressed or implied
- (2) Misuse - Negligent use or misuse, waste or abuse by the Tenant or any servant, agent or sub-tenant of any Services to the Leased Area or to the Building or the Land
- (3) Escape of Harmful Agent - Overflow or escape of water, fire, gas, electricity or any other harmful agent whatsoever in or from the Leased Area caused or contributed to by any act or omission on the part of the Tenant its servants, agents or sub-tenants
- (4) Failure to Notify - Failure of the Tenant to notify the Landlord of any defect of which it is aware in the Leased Area whatsoever
- (5) Use of Leased Area - Loss damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the Leased Area by the Tenant or any servant, agent or sub-tenant

- (6) *Personal Injury* - Any personal injury sustained by any person in or about the Leased Area or the Building or the Land howsoever caused other than the wilful or negligent act or omission of the Landlord or its servants or agents.

12. Insurance

12.1 Lease Insurance Requirements

The designated party in the Lease Insurance Requirements section of the Reference Schedule must at all times for the duration of this Lease effect and keep current insurance policies for the Risk and the Amount of Cover in that section of the Reference Schedule.

12.2 Tenant Requirements

The Tenant must comply with the Conditions of Insurance to be arranged by Tenant section of the Reference Schedule for all of the insurance policies required to be taken out by the Tenant under the terms of this Lease.

12.3 Notice of Accident

The Tenant must give the Landlord prompt notice in writing of any accident in or want of repair to the Leased Area or defect in any Services which it is aware.

12.4 Conduct Voiding Insurance

The Tenant must not knowingly do or permit to be done or omit to do any act in the Leased Area or on the Common Areas which may render void or voidable any insurances on the Building or that may cause the rate of premium on any such insurance policies to be increased or be liable to be increased and the Tenant must do or permit to be done immediately upon request by the Landlord, everything necessary to ensure the continuance of any insurances effected by the Landlord.

13. Default and Termination

13.1 Essential Terms

The essential terms are:

- (1) Rent and other Payments Clause 2
- (2) Use of Leased Area Clause 4.1
- (3) Conduct Clause 4.2
- (4) Tenant's Obligations Clause 4.4
- (5) Contamination Clause 4.5
- (6) Maintenance & Cleaning Clause 5
- (7) Landlord Property Clause 6
- (8) Building Work Clause 7
- (9) Assignment, subletting and charging Clause 8
- (10) Insurance Clause 12
- (11) Any Special Conditions

13.2 Default

The Tenant is in default of this Lease if:

- (1) it breaches an essential term of this Lease
- (2) It repudiates its obligations under this Lease
- (3) it is insolvent
- (4) Its interest under this Lease is attached or taken in execution under any legal process, or
- (5) It does not comply with any other term of this Lease within a reasonable time after receiving notice from the Landlord to do so.

13.3 Termination of Tenancy

- (1) If the Tenant is in default and does not remedy the default within the time stated in any notice from the Landlord, the Landlord may do any one or more of the following without prejudice to any other right which it may have against the Tenant:
 - (a) by notice to the Tenant, convert this Lease to a month to month tenancy on the terms of this Lease as far as they can be applied to a monthly tenancy
 - (b) by notice to the Tenant, terminate the Lease and take possession of the Leased Area
 - (c) recover from the Tenant any loss suffered by the Landlord due to default of the Tenant
 - (d) exercise any of its other legal rights
- (2) The Landlord must take reasonable steps to mitigate its loss.

14. End of Lease

14.1 Tenant's Obligations

On expiry of the Term or earlier termination the Tenant must comply with the Tenant Obligations in the End of Lease section of the Reference Schedule.

14.2 Failure to Remove Tenant's Property

If the Tenant does not remove the Tenant's Property on expiry or earlier termination, the Landlord may:

- (1) remove and store the Tenant's Property at the Tenant's risk and expense, or
- (2) treat the Tenant's Property as being abandoned, in which case title in the Tenant's Property passes to the Landlord who may deal with it as it thinks fit without being liable to account to the Tenant.

14.3 Tenant Property transferred to Landlord

On the expiry or earlier termination of the Lease, the Tenant Property identified in the End of Lease section of the Reference Schedule is transferred to the Landlord without any compensation and must not be removed from the Leased Area by the Tenant.

14.4 Power of Attorney

- (1) The Tenant irrevocably appoints the Landlord and its Chief Executive Office for the time being to be the true and lawful attorney of the Tenant to act at any time after the power to take back possession of the Leased Area has been exercised.

- (2) The attorney is empowered to:
- (a) execute and register (if necessary) a Transfer or Surrender of the Lease or a Withdrawal of any Caveat lodged by the Tenant affecting the Land together with any other documents needed to effect those dealings
 - (b) do all things which the Tenant is required to do under this Lease.
- (3) The Tenant undertakes to ratify and confirm anything the attorney lawfully does and to pay the Landlord's reasonable expenses incurred in exercising the powers under Clause 14.4 on demand.

15. Monthly Tenancy

15.1 Monthly Tenancy

If the Tenant continues to occupy the Leased Area after the Expiry Date in accordance with this Lease:

- (1) The Tenant does so as a monthly tenant on the same conditions as at the last day of the Term, and
- (2) either party may terminate the monthly tenancy by giving to the other one (1) month's notice expiring on any day.

16. Damage and Destruction

16.1 Application of this Clause 16

This Clause only applies if the Leased Area is contained in or partly in a building and the building is not Tenant Property.

16.2 Rent Reduction

If the Building is damaged or destroyed and the Tenant or its employees have not caused or contributed to such damage or destruction and as a result the Leased Area is wholly or partially unfit for use or the Tenant cannot gain access to the Leased Area then from the date that the Tenant notifies the Landlord of the damage or destruction until the date that the Leased Area is again fit for use and accessible the Landlord:

- (a) must reduce the Rent, Agreed Proportion of Outgoings and any other money payable to the Landlord by a reasonable amount depending on the type and extent of damage or destruction, and
- (b) cannot require the Tenant to clean, repair or maintain until the Leased Area is fit for use and accessible.

16.3 Tenant May Terminate

The Tenant may terminate this Lease by thirty (30) days notice to the Landlord unless:

- (1) within three (3) months of the event causing damage or destruction, the Landlord notifies the Tenant that the Leased Area will be reinstated, and
- (2) carries out reinstatement works within a reasonable time having regard to the extent of the damage.

16.4 Landlord May Terminate

If the Landlord considers the damage to the Leased Area renders it impractical or undesirable to reinstate the Leased Area, it may terminate this Lease by giving to the Tenant notice in writing.

16.5 No Obligation to Rebuild

The Landlord is not obliged to restore the Building or Leased Area according to the former specifications so long as the layout and dimensions of the Leased Area and Services are not substantially different.

16.6 Dispute Resolution

- (1) The Tenant is entitled to dispute the reasonableness of any increase or reduction of rent and other moneys
- (2) Any dispute as to the extent and reasonableness of any increase or reduction in rent and other moneys must be determined by an independent Valuer appointed by the president of the API at the request of either party
- (3) In making the determination, the appointed Valuer acts as an expert and the determination is final and binding on both parties
- (4) The cost of the determination must be paid by the parties equally unless otherwise decided by the appointed Valuer.

16.7 Antecedent Rights

Termination under this clause or any other provision of this Lease does not effect either party's accrued rights before termination.

17. Sale by Landlord

Before transferring any interest in the Land, the Landlord must obtain a signed deed from the transferee containing covenants in favour of the Tenant that the transferee will be bound by the terms of this Lease and will not transfer its interest in the Land unless it obtains a similar deed from its transferee.

18. General

18.1 Notices

To be valid or effective a notice or document must be:

- (1) in writing, and
- (2) left at or posted by registered post to the address of the party in the Reference Schedule or the address last notified by the receiving party.

18.2 Waiver Negatived

Failure by the Landlord or Tenant to exercise any power or right under this Lease can not be such to be construed or deemed a waiver of the relevant power or right unless it is in writing.

18.3 Entire Agreement

This Lease:

- (1) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Lease, and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

18.4 Severability

If any provision of this Lease or its application to any person or circumstance is or becomes unenforceable, illegal or void the remaining covenants are not effected and each covenant of this Lease is enforceable to the greatest extent permitted by Law.

18.5 Obligations of Parties

The respective covenants and obligations of the parties as set out in this Lease whether positive or negative must be construed as if each such obligation or covenant is a separate and independent covenant made by one party in favour of the other party and continuing (unless the context otherwise requires) throughout the Term and for so long as it remains to be performed.

18.6 Statutes and Regulations

Reference to statutes regulations ordinances or by-laws are deemed to extend to all statutes regulations ordinances or by-laws amending consolidating or replacing the same.

18.7 Governing Law

This Lease must be governed by and construed in accordance with the law of the State of Queensland.

18.8 Saturdays, Sundays and Public Holidays

If under this Lease the day on or by which any act, matter or thing must to be done is a Saturday, Sunday or a public holiday that act matter or thing must be done on the next succeeding day which is not a Saturday, Sunday or Public holiday.

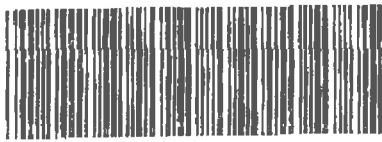
FCRC - Released Under RPA Act

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 2



711932933

NO FEE
19/09/2008 11:31

BE 608

1. Nature of request REQUEST TO REGISTER MANDATORY STANDARD TERMS FOR A TRUSTEE LEASE	Lodger (Name, address, E-mail & phone number) SLAM -- Policy GPO Box 2454 Brisbane Q 4001 <u>SLAMPolicyCHO@nrw.qld.gov.au</u>	Lodger Code BE 2268
--	--	-------------------------------

2. Lot on Plan Description NOT APPLICABLE	County	Parish	Title Reference
---	---------------	---------------	------------------------

3. Registered Proprietor/State Lessee
NOT APPLICABLE

4. Interest
NOT APPLICABLE

5. Applicant
DEPARTMENT OF NATURAL RESOURCES AND WATER

6. Request
I hereby request that: PURSUANT TO SECTION 318A OF THE LAND ACT 1994 THE ATTACHED MANDATORY STANDARD TERMS DOCUMENT FOR A TRUSTEE LEASE BE REGISTERED.

7. Execution by applicant

17 19 2008
Execution Date

Graham Nicholas
Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant
Graham Nicholas, A/Director, State Land Asset
Management, Department of Natural Resources
and Water a duly authorised delegate of
the Minister under the current Land Act
(Ministerial) Delegation

FCRC - Released Under RTI Act

Title Reference []

eLVAS Case Id []

**Mandatory standard terms for a Trustee Lease
(Sections 318, 318A Land Act 1994)**

For the *Land Act 1994*, this document contains provisions that are treated as terms of a further document, and applies to a document, that is a trustee lease under that Act. Those provisions are:

1. INTRODUCTION

- 1.1 This Trustee Lease is subject to the provisions of the Act and if any clause or condition of this Trustee Lease is inconsistent with the Act, the provisions of the Act prevail.
- 1.2 A mandatory standard terms document for a trustee lease under the Act forms part of this Trustee Lease under the Act.
- 1.3 If there is a conflict between the Mandatory Standard Terms Document and the terms of another document for this Trustee Lease, the Mandatory Standard Terms Document prevails as provided for under section 320A of the Act.

2. DEFINITIONS

2.1 In this Trustee Lease, unless the context requires otherwise:

- (a) "the Act" means the *Land Act 1994* (Q), as amended from time to time and if that Act is repealed, any Act which replaces that Act;
- (b) "Approval" means any approval, consent or permission required by law, including under the Act;
- (c) "Business Day" means any day in the State of Queensland which is not a Saturday, Sunday or public holiday either in the locality of the Premises or in Brisbane.
- (d) "Commencement Date" means the commencement date stated in Item 6 of the Form 7;
- (e) "Form 7" means the Form 7 lease which forms part of this Trustee Lease;
- (f) "Improvements" means all improvements, fixtures and fittings as constructed on the Premises from time to time;
- (g) "Mandatory Standard Terms Document" means the mandatory standard terms document lodged by the Minister in the land registry for a trustee lease under the Act;
- (h) "Minister" means the Minister administering the Act;
- (i) "Parties", other than in clause 15 (Release and Indemnity), means the Trustee and the Trustee Lessee;
- (j) "Premises" means the premises described in Item 5 of the Form 7 and the Improvements on those premises;
- (k) "Rent" means the rent stated in Item 7 of the Form 7;
- (l) "Term" means the term stated in Item 6 of the Form 7;
- (m) "Trust Land" means the land described in Item 2 of the Form 7;
- (n) "Trustee" means the lessor stated in Item 1 of the Form 7 and any trustee appointed under the Act in place of that lessor. Where the context permits, the definition also includes all of the Trustee's officers, employees, agents, contractors, consultants and invitees;
- (o) "Trustee Lease" means the Mandatory Standard Terms Document and any other document (including the Form 7, any schedule, plans and attachments) for a lease by the Trustee to the Trustee Lessee of the Premises for the Term;
- (p) "Trustee Lessee" means the lessee stated in Item 3 of the Form 7 and includes any personal representative or successor in title to the Trustee Lessee. Where the context permits, the definition also includes all of the Trustee Lessee's officers, employees, agents, contractors, consultants and invitees.

3. SUPERSEDED ACTS ET CETERA

- 3.1 Where a law, person or body or other thing referred to in this Trustee Lease is renamed, superseded or replaced with another law, person or body or other thing (as the case may be), references in this Trustee Lease will be taken to be changed in a corresponding manner, except where the context requires otherwise.

Title Reference []

eLVAS Case Id []

4. MINISTERIAL APPROVAL

4.1 This Trustee Lease is subject to and conditional on:

- (a) the Minister's written 'in principle' approval to the Trustee Lease under section 57(1) of the Act;
- (b) endorsement of the Minister's approval on this Trustee Lease under section 57(4) of the Act;
- (c) compliance with any conditions of an approval of the Minister that must be complied with before the Trustee may lease the Premises to the Trustee Lessee under this Trustee Lease; and
- (d) registration under the Act, as required by section 57(3) of the Act, of this Trustee Lease in the land registry.

Until paragraphs (a), (b), (c) and (d) are satisfied and despite the definitions of "Commencement Date" and "Term" in clause 2.1, the (purported) Trustee Lease does not take effect as a lease of the Premises and the Trustee Lessee has no right to the possession, occupation or use of the Premises.

5. GRANT OF TRUSTEE LEASE

5.1 Subject to clause 4.1, the Trustee leases the Premises to the Trustee Lessee for the Term under this Trustee Lease.

6. USE AND DEVELOPMENT, ACCESS AND SERVICES

6.1 The Trustee Lessee may only use or develop the Premises:

- (a) according to all relevant laws including, without limitation, any planning and environmental laws and any local laws;
- (b) where an Approval of any entity is required to undertake or carry out a use or development of the Premises, with the prior Approval of the relevant entity and according to that Approval;
- (c) subject to the terms of this Trustee Lease, according to any management plan for the Trust Land under section 48 of the Act.

6.2 Without limiting clause 6.1, if the purpose of this Trustee Lease is inconsistent with the purpose for which the Trust Land was dedicated or granted, all Improvements built or placed by the Trustee Lessee on the Premises must first be approved by the Minister under section 59(2) of the Act.

6.3 In clause 6.1, 'develop' includes the construction of Improvements on the Premises.

6.4 Despite anything else, the Trustee Lessee holds this Trustee Lease so that the Trust Land (including the Premises) may be used for the purpose for which the Trust Land was dedicated or granted without undue interruption or obstruction.

6.5 Clause 6.4 does not apply to a building permitted to be built on the Trust Land.

6.6 If the Trustee Lease does not adjoin a dedicated road, or have some other legal access, the Trustee Lessee may access and provide services (including electricity, telephone, water and like services) to the Trustee Lease and Premises through the Trust Land via the most convenient route or location as determined by the Trustee and on any terms and conditions of the Trustee.

7. DECLARED PEST PLANTS AND ANIMALS

7.1 The Trustee Lessee must control pest plants and animals on the Premises during the Term in accordance with the *Land Protection (Pest and Stock Route Management) Act 2002* and any requirements of the local government in whose local government area the Premises are situated.

Title Reference []

eLVAS Case Id []

8. CLEARING OF VEGETATION

8.1 The Trustee Lessee may only clear, remove or destroy any native vegetation ("clear") on the Premises if the:

- (a) clearing is permitted or not prohibited by law or, if required by law, the Trustee Lessee may under a development permit under the *Integrated Planning Act 1997* clear; and
- (b) Trustee has given its consent to the clearing.

9. ENVIRONMENT PROTECTION AND DUTY OF CARE

9.1 The Trustee Lessee must not dispose of or allow to be disposed of, any substance or thing (including refuse, garbage, oil or chemical) into any watercourse, the sea or onto the Trust Land (including the Premises). For this clause and without limitation, a substance or thing is disposed of if it leaks, or is washed, blown or otherwise enters, into any watercourse, the sea or onto the Trust Land (including the Premises).

9.2 Without limiting clause 9.1, the Trustee Lessee must:

- (a) store and keep all trade refuse and trade garbage in proper containers; and
- (b) dispose of all refuse and trade garbage regularly and hygienically at an approved rubbish dump without causing pollution or damage to the Trust Land (including the Premises), any land adjoining the Trust Land, a watercourse or the sea.

For this clause and without limitation, trade refuse and trade garbage includes debris from building works, chemicals from chemical works, medical waste and other waste of this nature but does not include general refuse and garbage that is collected regularly by or for the relevant local government.

9.3 The Trustee Lessee must:

- (a) use all reasonable endeavours to overcome and minimise any harmful effects on the environment arising from its use of the Premises; and
- (b) rehabilitate the Premises, and any watercourse, the sea, the Trust Land and any other land (the "affected areas") if there is any damage caused to the Premises and the affected areas by its use of the Premises and any other area of the Trust Land.

9.4 The Trustee Lessee has a responsibility for a duty of care for the Premises.

10. LIQUOR OR GAMING AND OTHER LICENCE

10.1 The Trustee Lessee must not store, sell or supply, or allow to be stored, sold or supplied, any liquor on or from the Premises:

- (a) except with the prior written consent of the Trustee and the Minister; and
- (b) according to any required licence or other authority under the *Liquor Act 1992*.

10.2 The Trustee Lessee must not operate the Premises under a gaming machine licence (as defined in the *Gaming Machine Act 1991*) without the prior written consent of the Trustee and the Minister.

10.3 The Trustee Lessee must not operate KENO facilities on the Premises. With the prior written consent of the Trustee and the Minister, this clause 10.3 will not apply if KENO facilities have been operating on the Premises under a previous lease from the Trustee for the Premises and where all necessary Approvals were obtained.

10.4 The Trustee Lessee must not operate TAB facilities on the Premises. With the prior written consent of the Trustee and the Minister, this clause 10.4 will not apply if TAB facilities have been operating on the Premises under a previous lease from the Trustee for the Premises and where all necessary Approvals were obtained.

Title Reference []

eLVAS Case Id []

11. TRANSFER, MORTGAGE OR SUBLEASE

11.1 The Trustee Lessee may not transfer, mortgage or sublease this Trustee Lease without the prior Approval of the Trustee and the Minister.

12. NO HOLDING OVER AND OTHER DEALINGS

12.1 The Trustee Lessee may not:

- (a) hold over, possess or occupy the Premises after the expiry of this Trustee Lease;
- (b) renew this Trustee Lease;
- (c) convert this Trustee Lease to another form of tenure; or
- (d) buy the Premises.

13. THE MINISTER AND STATE OF QUEENSLAND NOT BOUND

13.1 The Parties may not bind or subject the Minister or the State of Queensland to any agreement, or liability for costs, fees or expenses under this Trustee Lease.

14. INSURANCE

14.1 The Trustee Lessee must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Cth) or, in any other case, to the satisfaction of the Minister, naming the Trustee Lessee as the insured covering legal liability for any loss of or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the Premises and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof subject to the terms and conditions of the insurance policy.

Such policy must:

- (a) be for an amount of not less than twenty million dollars (\$20,000,000.00) in respect of all claims arising out of a single event or such higher amounts as the Minister may reasonably require; and
 - (b) be effected on a "claims occurring" basis so that any claim made by the Trustee Lessee under the policy after the expiration of the period of policy cover but relating to an event occurring during the currency of the policy will be covered by the policy subject to the claim meeting the policy's other terms and conditions; and
 - (c) be maintained at all times during the currency of this Trustee Lease, and upon receipt of any Notice of Cancellation, the Trustee Lessee must immediately effect another public liability insurance policy in accordance with the terms and conditions of this Trustee Lease.
- 14.2 The Trustee Lessee must forward a certificate of currency to the Trustee within 10 business days of the commencement of each respective renewal period.
- 14.3 The Trustee must, within 10 business days of becoming aware of any of the following occurrences, inform the Minister in writing, of any such occurrences:
- (a) the Trustee Lessee's failure to renew the public liability insurance cover as required under the terms and conditions of this Trustee Lease;
 - (b) the Trustee Lessee's failure to forward to the Trustee within 10 business days after the commencement of a renewal period for such cover, a copy of the certificate of currency as required under this Trustee Lease;
 - (c) receipt by the Trustee of a Notice of Cancellation in relation to such cover.
- 14.4 Clauses 14.1 to 14.3 will be satisfied if the Trustee Lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund.

Title Reference []

eLVAS Case Id []

- 14.5 Clauses 14.1 to 14.3 will be satisfied if the Trustee Lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover.
- 14.6 Clauses 14.1 to 14.3 will be satisfied if the Minister approves by separate letter a replacement clause or clauses for inclusion in another document that forms part of this Trustee Lease. For this clause 14.6 to have effect, the replacement clause or clauses must be included in that other document and the original of the letter of approval must have been lodged in the land registry with a document that forms part of this Trustee Lease.
- 14.7 The Trustee Lessee must, as soon as practicable, inform the Minister and Trustee, in writing, of the occurrence of any event that the Trustee Lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister and Trustee are kept fully informed of subsequent actions and developments concerning the claim.
- 14.8 To remove doubt, the requirements of clause 14 apply to any other area of the Trust Land used by the Trustee Lessee.

15. RELEASE AND INDEMNITY

- 15.1 The Trustee Lessee indemnifies and agrees to keep indemnified the Minister, the State of Queensland, and the Trustee ("the Indemnified parties") against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses ("Claim") arising out of or in any way connected to or resulting from the granting of this Trustee Lease to the Trustee Lessee or which is connected to or resulting from the Trustee Lessee's use and occupation of the Premises (all of which are referred to as "the indemnified acts or omissions") save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified parties does not negate the indemnity to any of the other Indemnified parties.
- 15.2 The Trustee Lessee hereby releases and discharges the Indemnified parties from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified parties, save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified parties does not negate the release and discharge in favour of any of the other Indemnified parties.
- 15.3 To remove doubt, the Trustee Lessee specifically agrees that the indemnity provided by the Trustee Lessee in this clause 15 extends to any Claim (as defined by this clause 15) arising from the use of any other area of the Trust Land by the Trustee Lessee.

16. POWER OF ATTORNEY

- 16.1 The Trustee Lessee, other than if the Trustee Lessee is the Commonwealth of Australia or the State of Queensland, appoints the Trustee to act as the Trustee Lessee's attorney and authorises the Trustee to execute all such documents and to perform such acts on the Trustee Lessee's behalf as are necessary to procure the registration of a surrender of this Trustee Lease to the Trustee.
- 16.2 The Trustee must not use its power pursuant to this clause unless:
- (a) the Trustee Lessee has breached a term or condition of this Trustee Lease;
 - (b) the Trustee has given written notice of the breach to the Trustee Lessee and has allowed the Trustee Lessee 20 business days (or such other time as the Trustee may allow after taking into account what needs to be done and the time required to remedy the breach) from the delivery of that written notice to remedy the breach; and
 - (c) the Trustee Lessee has not remedied the breach by the expiration of the 20 business day period (or such other time as the Trustee has allowed);

and the Trustee is entitled to end this Trustee Lease as provided for under this clause 16 and take possession of the Premises.

Title Reference []

eLVAS Case Id []

17. SURRENDER

17.1 The Trustee Lessee, with the Trustee's consent, may, at any time during the Term, surrender this Trustee Lease. On surrender, clause 18 applies.

18. TRUSTEE LESSEE'S OBLIGATIONS AT THE END OF THIS TRUSTEE LEASE

- 18.1 At the end of this Trustee Lease, if the Trustee Lessee removes its Improvements from the Premises under this Trustee Lease or otherwise, the Trustee Lessee must restore and otherwise make good the Premises to a similar condition the Premises were in before the Commencement Date to the satisfaction of the Trustee.
- 18.2 At the end of this Trustee Lease, the Trustee Lessee must leave the Premises in a clean and tidy condition to the satisfaction of the Trustee.
- 18.3 The Trustee Lessee must maintain any insurance it is required to effect under clause 14 during any period in which it may remove its Improvements (the 'removal period').
- 18.4 During the removal period, the Trustee Lessee indemnifies, releases and discharges those persons stated in clause 15 to the same extent provided for under clause 15.

19. CANCELLATION OF TRUSTEE LEASE

- 19.1 If this Trustee Lease is cancelled under section 65 of the Act:
- (a) this Trustee Lease ends and no person has a right to a claim for compensation; and
 - (b) any Improvements not removed from the Trust Land become the property of the Trustee.

20. REVOCATION OF DEDICATION OF WHOLE OR PART OF RESERVE OR CANCELLATION OF A DEED OF GRANT IN TRUST

- 20.1 If the Trust Land is a reserve under the Act:
- (a) the Minister may revoke the dedication of all or part of the reserve under section 33 of the Act;
 - (b) on revocation of all or part of the reserve, this Trustee Lease, in relation to the land the subject of the revocation, is cancelled from the day the revocation of the dedication of the reserve takes effect under section 34D of the Act;
 - (c) if this Trustee Lease is cancelled, no person has a right to a claim for compensation for the revocation (as provided under section 34F(f) of the Act), and the Trustee Lessee must immediately vacate the Premises as required under section 34G of the Act;
 - (d) on cancellation of this Trustee Lease under section 34F, improvements (as defined in the Act) that have not been removed from the Trust Land become the property of the State subject to section 34H of the Act.
- 20.2 If the Trust Land is a deed of grant in trust under the Act:
- (a) the Governor in Council may cancel the deed of grant in trust under section 38 of the Act;
 - (b) on cancellation of the deed of grant in trust, this Trustee Lease is cancelled from the day the cancellation takes effect under section 38(6) of the Act;
 - (c) if this Trustee Lease is cancelled, no person has a right to a claim for compensation for the cancellation (as provided by section 38E(e) of the Act) and the Trustee Lessee must immediately vacate the Premises as required under section 38F of the Act;
 - (d) on cancellation of this Trustee Lease under section 38E, improvements (as defined in the Act) that have not been removed from the Trust Land become the property of the State subject to section 38G of the Act.

END OF DOCUMENT

LAND ACT 1994

REGISTRATION CONFIRMATION STATEMENT

ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Title Reference : 49007628

Lodgement No: 3025317
Office: MARYBOROUGH
Email: toni.souvlis@frasercoast.qld.gov.au
FRASER COAST REGIONAL COUNCIL
PO BOX 1943
HERVEY BAY QLD
CONTACT: TONI SOUVLIS 4655

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.

<p>1. Lessor Fraser Coast Regional Council</p>	<p>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</p>	<p>Lodger Code MH010</p>
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2. Lot on Plan Description Lot 401 Crown Plan N25503	County March	Parish Gundiah	Title Reference 49007628
--	------------------------	--------------------------	------------------------------------

3. Lessee Given names	Surname/Company name and number	(include tenancy if more than one)
	Bauple Community Shed Inc. (Inc. No. IA38514)	

4. Interest being leased
Reserve

5. Description of premises being leased
Lease A in Lot 401 on N25503 as depicted on attached plan

6. Term of lease Commencement date/event: 1 April, 2011 Expiry date: 31 March, 2031 and/or Event: *Options: Nil #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration See Form 20 Schedule
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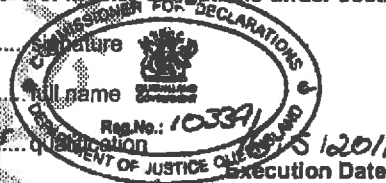
8. Grant/Execution

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:- Mandatory Standard Terms Document No. 711932933, Standard Terms Document No. 711548308 and the attached schedule.

* delete if not applicable

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

C.A. Lynch
Caroline Anne Lynch
Commissioner of Declarations
Witnessing Officer



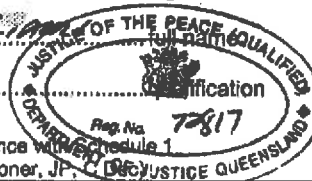
L. Desmond
Ms. L. Desmond, CHIEF EXECUTIVE OFFICER

(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.

J.P. (Quar)
J.P. (Quar)
Witnessing Officer



5/5/2011
Execution Date

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

M. J. ...
Bauple Community Shed Inc.
Designation
M. J. ...
Designation
M. J. ...
Designation
Lessee's Signature
Committee Member
BAUPLA COMMUNITY SHED INC.

SCHEDULE

Title Reference - 49007628

1. Trustee Lease**1.1 What is a Trustee Lease?**

The Trustee offers the following explanation to the Trustee Lessee of this Trustee Lease to assist in their understanding of the Lease Documents, however the explanation in this clause 1.1 does not form part of the Lease –

- (1) The Trust Land, of which the Leased Area forms part, is not freehold but a Reserve (called Trust Land in this document) set aside pursuant to a Deed of Grant in Trust under sections 30 to 90 of the Land Act 1994, as amended.
- (2) The Trust Land was established by the Grant under the control of the Trustee.
- (3) The Grant appoints the Trustee as the trustee of the Trust Land.
- (4) The Leased Area (called the Premises in the Land Act) is part of the Trust Land.
- (5) The provisions of the Land Act and the Grant governs the Trust Land and this Trustee Lease.
- (6) This Lease is a Trustee Lease pursuant to section 57 of the Land Act.
- (7) The Minister's consent to this Trustee Lease is required by section 57 of the Land Act.

1.2 Terminology

Terms defined in the Mandatory Standard Terms Document apply to all of the Lease Documents. For convenience the main terms are listed below.

- (1) **Act**
- (2) **Minister**
- (3) **Premises**
- (4) **Trust Land**
- (5) **Trustee**
- (6) **Trustee Lease**
- (7) **Trustee Lessee**

1.3 Lease Documents

This Trustee Lease comprises the following –

- (1) This Form 7 and Form 20 Schedule containing the Reference Schedule, called the "**Lease Schedule**"
- (2) Mandatory Standard Terms Document No 711932933, called the "**Mandatory Standard Terms Document**"
- (3) Standard Terms Document No 711548306, called the "**Council Community Leases Standard Terms Document**",

and together they are referred to as the "**Lease Documents**".

SCHEDULE

Title Reference - 49007628

1.4 How to Interpret the Lease Documents

- (1) The Mandatory Standard Terms Document applies in addition to and to the extent of any inconsistency prevails over all of the other Lease Documents,
- (2) The Lease Schedule is to be read with and vary the Council Community Leases Standard Terms Document.
- (3) The Council Community Leases Standard Terms Document was prepared to provide standard lease provisions for all leases from this Landlord/Trustee for leases of its property to community organisations of both freehold and trust land. However the terminology for freehold land differs from that for Trust Land. Therefore, for this Trustee Lease the below listed terms in the Council Community Leases Standard Terms Document are to be read as follows—
 - (a) **Landlord** is to be read as **Trustee**
 - (b) **Tenant** is to be read as **Trustee Lessee**
 - (c) **Land** is to be read as **Trust Land**
 - (d) **Leased Area** has the same meaning as **Premises** in the **Mandatory Standard Terms Document**

2. Reference Schedule

2.1 The Reference Schedule is intended to be read together with Council Community Leases Standard Terms Document. 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 Trustee and the Trustee Lessee by presenting the significant terms of the Lease in a table format; and
- (3) Assist the Trustee and the Trustee Lessee 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.

2.2 For the purpose of this Lease the Reference Schedule in Council Community Leases Standard Terms Document is to be completed as follows:-

Trustee	
Trustee	Fraser Coast Regional Council
Trustee Address	The Chief Executive Officer Fraser Coast Regional Council PO Box 1943 Hervey Bay Qld 4655
Trustee Lessee	
Trustee Lessee	Bauple Community Shed Inc.
Trustee Lessee Address	Cnr. Forestry Road and Mackellar Street, Bauple Qld 4650

SCHEDULE

Title Reference - 49007628

Leased Area	
Leased Area	<p>The area shown as Lease A in Lot 401 on N25503 as depicted on attached plan</p> <p>Lease Area:- 1947m2</p> <p>The term "Leased Area" includes the Trustee's Property on or in the Leased Area</p>
Street Address	Cnr. Forestry Road and Mackellar Street, Bauple
Land <i>(Real Property Description)</i>	<p>Lot 401 Crown Plan N25503 County March Parish Gurdiah Title Reference 49007628</p>
Buildings	<p>Means all of the buildings, fixtures and improvements on the Land including:</p> <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements and • The Trustee Lessee Supplied Buildings and Improvements.
Trustee Supplied Buildings and Improvements	<p>Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee.</p> <p>At the commencement of this Lease the Trustee Supplied Buildings and Improvements include –</p> <ul style="list-style-type: none"> • Nil
Trustee Lessee Supplied Buildings and Improvements	<p>Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee Lessee. At the commencement of this Lease the Trustee Lessee Supplied Buildings and Improvements are –</p> <ul style="list-style-type: none"> • Shed • Water Tank
Trustee Property	<p>Means all property owned by the Trustee in or on the Leased Area or the Land and includes –</p> <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements • The Services • Any fitout and fixtures provided by the Trustee
Services	<p>Means the following services which are provided to the Leased Area:-</p> <ul style="list-style-type: none"> • <i>electricity,</i> • <i>telephone,</i> • <i>other utilities</i>
Trustee Lessee Property	<p>Means all property in or on the Leased Area owned by or under the control of the Trustee Lessee and includes the Trustee Lessee Supplied Buildings and Improvements, excluding the Trustee Property.</p>

SCHEDULE

Title Reference - 49007628

Duration of Lease	
Term	20 years
Commencement Date	1 April, 2011
Expiry Date	31 March, 2031
Rent	
Rent	\$1.00 per annum
Rent Payment Requirements	<p>The Rent is payable (if requested by the Trustee)</p> <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
Outgoings	
Outgoings	<p>The Trustee Lessee 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 Trustee.</p> <p>If an Outgoing is not assessed against the Leased Area only, the Trustee Lessee pays a share of the Outgoings calculated as follows:</p> <p><i>Trustee Lessee's Share = Outgoing X Area of Leased Area / Area of the land for which the Outgoing is assessed</i></p>

SCHEDULE

Title Reference - 49007628

<p>Outgoings Payment Requirements</p>	<p>The Trustee Lessee 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 Trustee within 14 days of being invoiced by the Trustee, • 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, • in the manner directed by the Trustee from time to time.
<p>Use of Leased Area</p>	
<p>Permitted Use</p>	<p>The Permitted Use of the Leased Area is for the purpose of storing equipment and the conduct of meetings and activities conducted on a not for profit basis for the benefit of the community of the Fraser Coast by Bauple Community Shed 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 Bauple Community Shed Inc. b. conduct of a business c. activities contrary to the objects within the Constitution of the Bauple Community Shed Inc. d. activities that contravene the Local Laws of the Fraser Coast Regional Council e. activities that contravene the relevant Planning Scheme of the Fraser Coast Regional Council f. activities that conflict with the designated purpose of the Reserve, that being Recreation purposes
<p>Use of Leased Area</p>	<p>The Trustee Lessee must comply with the provisions regarding the use of the Leased Area in clause 4.1 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Conduct</p>	<p>The Trustee Lessee must not do any of the things listed in clause 4.2 of the Council Community Leases Standard Terms Document without obtaining the Trustee's prior written consent pursuant to clause 4.3 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Obligations</p>	<p>The Trustee Lessee must comply with the specific obligations in clause</p>

SCHEDULE

Title Reference - 49007628

	4.4 of the Council Community Leases Standard Terms Document																		
Special Rules	<p>Pursuant to clause 4.4(j) of the Council Community Leases Standard Terms Document, the Trustee Lessee must comply with the following special rules:</p> <ul style="list-style-type: none"> • The Trustee Lessee 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 Trustee Lessee 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 Insurers" 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" data-bbox="643 999 1453 1406"> <thead> <tr> <th data-bbox="643 999 884 1048">Risk</th> <th data-bbox="884 999 1182 1048">Amount of Cover</th> <th data-bbox="1182 999 1453 1048">Who Insures</th> </tr> </thead> <tbody> <tr> <td data-bbox="643 1048 884 1133">Trustee Supplied Buildings & Improvements</td> <td data-bbox="884 1048 1182 1133">Full Replacement Value</td> <td data-bbox="1182 1048 1453 1133">Trustee</td> </tr> <tr> <td data-bbox="643 1133 884 1272">Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property</td> <td data-bbox="884 1133 1182 1272">Full Replacement Value</td> <td data-bbox="1182 1133 1453 1272">Trustee Lessee</td> </tr> <tr> <td data-bbox="643 1272 884 1312">Public Liability</td> <td data-bbox="884 1272 1182 1312">\$20,000,000.00</td> <td data-bbox="1182 1272 1453 1312">Trustee Lessee</td> </tr> <tr> <td data-bbox="643 1312 884 1352">Plate Glass</td> <td data-bbox="884 1312 1182 1352">Full Replacement Value</td> <td data-bbox="1182 1312 1453 1352">Trustee Lessee</td> </tr> <tr> <td data-bbox="643 1352 884 1406">Workers Compensation</td> <td data-bbox="884 1352 1182 1406">Statutory Cover</td> <td data-bbox="1182 1352 1453 1406">Trustee Lessee</td> </tr> </tbody> </table>	Risk	Amount of Cover	Who Insures	Trustee Supplied Buildings & Improvements	Full Replacement Value	Trustee	Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property	Full Replacement Value	Trustee Lessee	Public Liability	\$20,000,000.00	Trustee Lessee	Plate Glass	Full Replacement Value	Trustee Lessee	Workers Compensation	Statutory Cover	Trustee Lessee
Risk	Amount of Cover	Who Insures																	
Trustee Supplied Buildings & Improvements	Full Replacement Value	Trustee																	
Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property	Full Replacement Value	Trustee Lessee																	
Public Liability	\$20,000,000.00	Trustee Lessee																	
Plate Glass	Full Replacement Value	Trustee Lessee																	
Workers Compensation	Statutory Cover	Trustee Lessee																	
Requirements for Insurance to be arranged by Trustee Lessee	<p>For the insurance that must be arranged by the Trustee Lessee –</p> <ul style="list-style-type: none"> • The insurance must be in the names of the Trustee and the Trustee Lessee (except for Workers Compensation Insurance) • The insurance must be with an insurance office or company approved by the Trustee, which will not to be unreasonably withheld • The Trustee Lessee must give the Trustee: <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. 																		
Costs																			

SCHEDULE

Title Reference - 49007628

<p>Costs payable by Trustee Lessee</p>	<p>The costs payable by the Trustee Lessee are -</p> <ul style="list-style-type: none"> • any stamp duty assessed on the Lease • the costs of registering the Lease, if the Trustee Lessee requires the Lease to be registered • the costs of the survey/sketch plan attached or to be attached to the Lease • the Trustee's reasonable legal costs and expenses of and incidental to the negotiation, preparation and execution of this Lease • the Trustee Lessee's own legal costs • all reasonable costs and expenses incurred (including legal costs and outlays on a full indemnity basis) by the Trustee in relation to any notice given to the Trustee Lessee 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 Trustee to enforce the Trustee Lessee's performance and obligations under this Lease
<p>Costs Payable by Trustee</p>	<p>Nil</p>
<p>Repair and Maintenance</p>	
<p>Trustee Lessee Maintenance & Cleaning Obligations</p>	<p>What the Trustee Lessee is Responsible For</p> <p>The Trustee Lessee must:</p> <ul style="list-style-type: none"> • Keep the - <ul style="list-style-type: none"> ○ Trustee Supplied Buildings and Improvements, ○ Trustee Lessee Supplied Buildings and Improvements and ○ Trustee Property, <p>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> • Keep the Trustee Lessee's Property clean and in good repair • Repair any damage to the Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by the Trustee Lessee or the Trustee Lessee's Agents • Maintain, repair and replace damaged or broken <ul style="list-style-type: none"> ○ 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,

SCHEDULE

Title Reference - 49007628

	<p style="text-align: center;">and</p> <ul style="list-style-type: none"> • 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 Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by vandalism or graffiti <p>What the Trustee Lessee is Not Responsible For</p> <p>The Trustee Lessee is not responsible for the Trustee 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 Trustee Lessee or the Trustee Lessee's Agents.</p> <p>The Trustee Lessee is not responsible for the replacement of the Trustee's Property, unless the replacement is required because of the act or negligence of the Trustee Lessee or the Trustee Lessee's Agents</p>
<p>Trustee Maintenance Obligations</p>	<p>What the Trustee 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 Trustee Lessee's responsibility pursuant to this Lease, <p>then –</p> <ul style="list-style-type: none"> • the Trustee must take all reasonable steps to reinstate the Service • the Trustee's liability is limited to the reasonable costs of reinstating the Service, and • the Trustee Lessee releases the Trustee from and agrees that the Trustee 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 Trustee Lessee carrying out any Building Work:</p> <ul style="list-style-type: none"> • on the Leased Area, • to the Trustee Supplied Buildings & Improvements, or • to the Trustee Lessee Supplied Buildings & Improvements <p>without the approval of the Trustee and provides a mechanism for</p>

SCHEDULE

Title Reference - 49007628

	<p>obtaining that approval and regulating the carrying out of the Building Work</p> <p>See clause 7 in the Council Community Leases Standard Terms Document</p>
Assignment, Subletting and Charging	
Can the Trustee Lessee Assign or Transfer the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document.
Can the Trustee Lessee Sublet	No - See clause 8.1 of the Council Community Leases Standard Terms Document
Can the Trustee Lessee Charge or Encumber its interest in the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document
End of Lease	
Trustee Lessee Obligations	<p>At the expiry or sooner termination of the Lease, the Trustee Lessee must -</p> <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 Trustee Lessee's Property from the Leased Area, except for that property being transferred to the Trustee, • repair any damage caused by removal of the Trustee Lessee's Property • return all keys, security passes and cards held by the Trustee Lessee or its employees.
Trustee Lessee Supplied Buildings & Improvements transferred to Trustee	<p>At the expiry or sooner termination of the Lease the following Trustee Lessee Supplied Buildings & Improvements become the property of the Trustee:-</p> <ul style="list-style-type: none"> • All improvements upon the land at the commencement of the Lease and/or erected on the land during the Lease term which have not been removed at the termination date, including 1 shed.

FCRC - Roles & Responsibilities

SCHEDULE

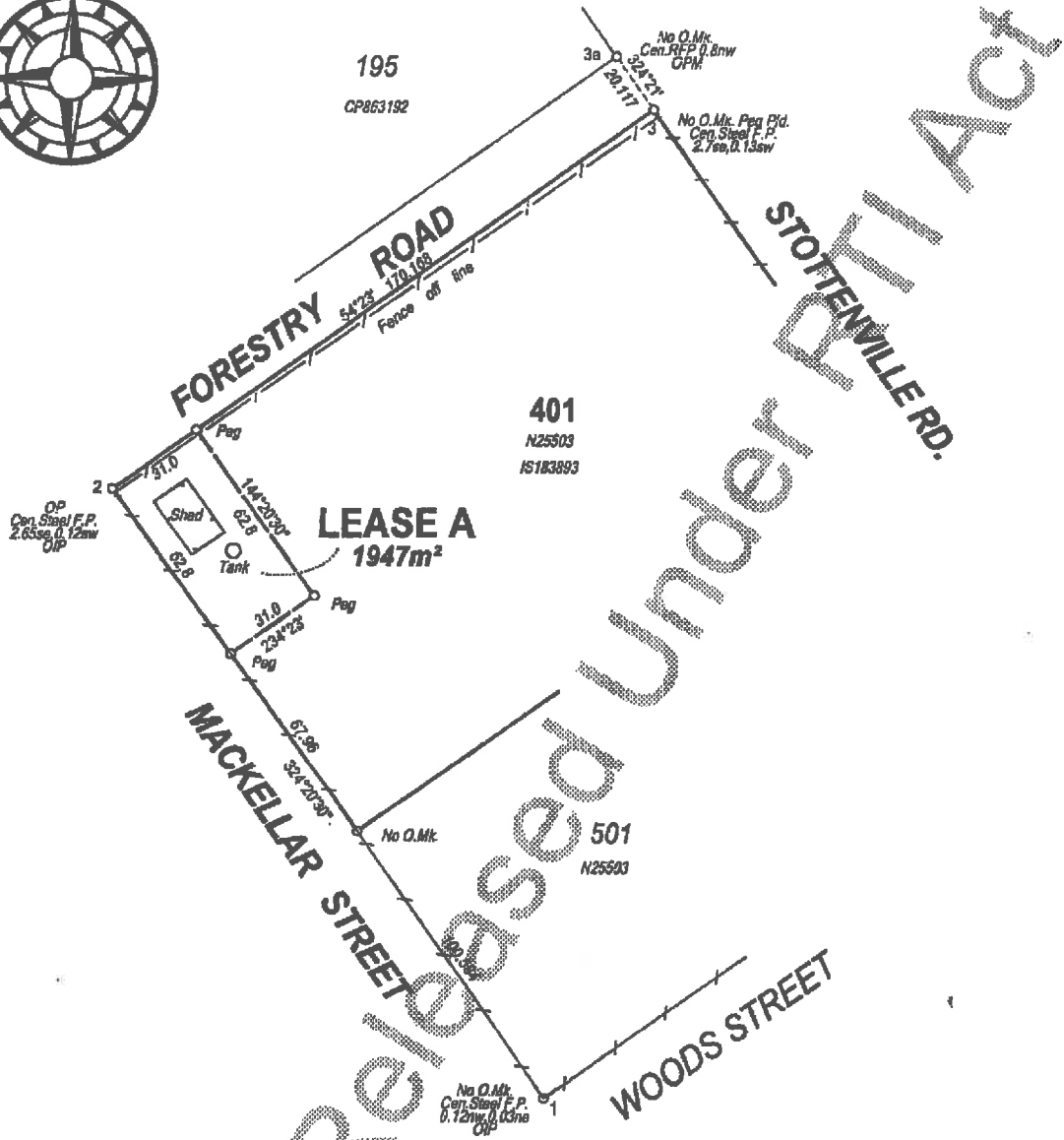
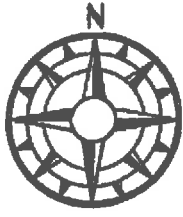
Title Reference - 49007628

Special Conditions to this Trustee Lease

For the purpose of this Trustee Lease the following special conditions apply, subject to the Mandatory Standard Terms Document -

NII

FCRC - Released Under RTI Act



REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1		N25503	170°45'	1.396
2	OIP	N25503	162°08'	1.647

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	TYPE
3a-OPM	MCH4461	142°00'	1.4	75623	Stand.



SCALE 1:1500

D.J. MATHESON PTY. LTD. ACN 010 380 293
 Hereby certify that the details shown on this sketch plan are correct.
 COMMONWEALTH OF AUSTRALIA
 Cadastre
 Date 05/04/2011

**PLAN FOR LEASE PURPOSES
 OF LEASE A IN LOT 401 ON N25503**

Parish .. GUNDIAH ..
 County .. March ..
 SCALE:- 1:1500

ACN 010 380 293
D.J.M
 D.J. MATHESON PTY. LTD.
 CADASTRAL SURVEYORS
 5 March Lane, MARYBOROUGH Qld 4650
 E-Mail: survey@djmtheson.com.au
 Ph. 07 41222811.. Fax. 07 41223214
 Ref. No.: 1762-4 DATE 05/04/2011
 Revd.

23 July, 2009

Ms. D. Brischke
Bauple and District Recreation
Ground Association Inc.



Dear Ms. Brischke

RE: Lease Agreement - Part of Lot 401 CP N25503 - Bauple & District Recreation Ground

I refer to the above matter and advise that Council, at its Meeting held on 1 July, 2009, resolved to grant your Association a 10 year lease over land described as Part of Lot 401 CP N25503 situated at Forestry Road, Tiaro.

Accordingly, please find enclosed three copies of the Lease Agreement for your occupation of this site. It would be appreciated if your Association would now peruse the enclosed lease agreements and sign where indicated. It would be appreciated if the three copies of the lease could be returned to Council within 30 days to enable signing by Council and registration with the Department of Environment and Resource Management.

I have also enclosed a drawing depicting the buildings that your Association will be leasing from Council. Council's Recreation and Parks Capital Co-ordinator, Mr. D. Ramsay has been requested to add dimensions etc. to this plan to enable registration with the Department of Environment and Resource Management.

As detailed above, pursuant to the Land Title Act, your lease will need to be registered by the Titles Office. I will arrange for this to occur after the lease has been signed by both your Association and Council. Your Association will be responsible for the lodgement fees and I will advise your Association of the costs for registration once the lease has been signed. Upon receipt of this advice, it would be appreciated if you would arrange for a cheque to be drawn in the name of the Department of Environment and Resource Management and that this cheque be forwarded to Council. The current lodgement fees are listed below, however, these fees are being increased by the Department as from 1 August, 2009 and accordingly, up to date fees will be provided to your Association when the lease is ready for registration with the Department:-

Lease Agreement - \$152.80

Your Association can obtain its own independent legal advice if you so wish, the costs of which are to be met by your Association.

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.

- 2 -

It would be appreciated if your Association would now peruse the enclosed lease agreement and arrange for the lease to be signed and returned to Council within 30 days from the date of this letter. It would be appreciated if the persons name and title can be printed under the signature area and your Association's seal attached to the signing area.

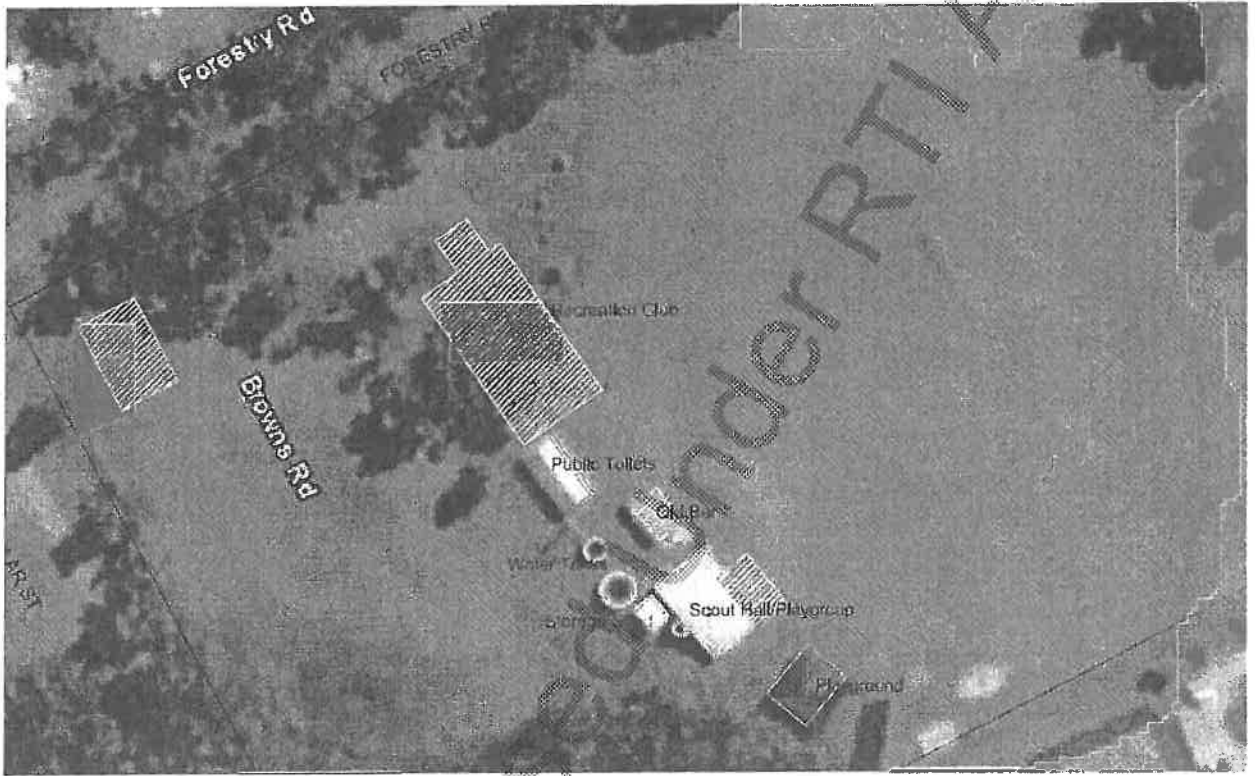
If you have any questions in relation to the above matter, please do not hesitate to contact Council's Senior Property Officer, Mrs. Toni Souvlis, telephone 4190 5804 who will be only too pleased to assist.

Yours faithfully

T L Souvlis
Senior Property Officer

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

FCRC - Released Under RMA Act





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, Email & phone number) MH010	Lodger Code MH010
---	--	-----------------------------

2. Lot on Plan Description Part of Lot 401 CP N25503	County March	Parish Gundlah	Title Reference 49007828
--	------------------------	--------------------------	------------------------------------

3. Lessee Given names	Surname/Company name and number	(Include tenancy if more than one)
	Bauple & District Recreation Ground Association Inc.	

4. Interest being leased
Reserve

5. Description of premises being leased
The buildings as hatched on the attached Sketch Plan (Ground Floor)

6. Term of lease Commencement date/event: 1 September, 2009 Expiry date: 31 August, 2019 and/or Event: Options: Nil Insert <i>nil</i> if no option or insert option period (eg 3 years or 2, 4, 5 years)	7. Rental/Consideration See Form 20 Schedule
---	--

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:- Mandatory Standard Terms Document No. 711932933, Standard Terms Document No. 711548306 and the attached schedule.
** delete if not applicable*

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

.....signature	Fraser Coast Regional Council
.....full name	Cr. S.M. Kruger, MAYOR
.....qualification	
Witnessing Officer	Execution Date
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	Lessor's Signature

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

.....signature	Bauple & District Recreation Ground Association Inc.
.....full name	Designation
.....qualification	
Witnessing Officer	Execution Date
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	Designation
	Lessee's Signature

SCHEDULE

Title Reference - 49007628

1. Trustee Lease

1.1 What is a Trustee Lease?

The Trustee offers the following explanation to the Trustee Lessee of this Trustee Lease to assist in their understanding of the Lease Documents, however the explanation in this clause 1.1 does not form part of the Lease –

- (1) The Trust Land, of which the Leased Area forms part, is not freehold but a Reserve (called Trust Land in this document) set aside pursuant to a Deed of Grant in Trust under sections 30 to 90 of the Land Act 1994, as amended.
- (2) The Trust Land was established by the Grant under the control of the Trustee.
- (3) The Grant appoints the Trustee as the trustee of the Trust Land.
- (4) The Leased Area (called the Premises in the Land Act) is part of the Trust Land.
- (5) The provisions of the Land Act and the Grant governs the Trust Land and this Trustee Lease.
- (6) This Lease is a Trustee Lease pursuant to section 67 of the Land Act.
- (7) The Minister's consent to this Trustee Lease is required by section 57 of the Land Act.

1.2 Terminology

Terms defined in the Mandatory Standard Terms Document apply to all of the Lease Documents. For convenience the main terms are listed below.

- (1) Act
- (2) Minister
- (3) Premises
- (4) Trust Land
- (5) Trustee
- (6) Trustee Lease
- (7) Trustee Lessee

1.3 Lease Documents

This Trustee Lease comprises the following –

- (1) This Form 7 and Form 20 Schedule containing the Reference Schedule, called the 'Lease Schedule'
- (2) Mandatory Standard Terms Document No 711932933, called the 'Mandatory Standard Terms Document'
- (3) Standard Terms Document No 711548306, called the 'Council Community Leases Standard Terms Document',

and together they are referred to as the 'Lease Documents'.

SCHEDULE

Title Reference - 49007828

1.4 How to Interpret the Lease Documents

- (1) The Mandatory Standard Terms Document applies in addition to and to the extent of any inconsistency prevails over all of the other Lease Documents,
- (2) The Lease Schedule is to be read with and vary the Council Community Leases Standard Terms Document.
- (3) The Council Community Leases Standard Terms Document was prepared to provide standard lease provisions for all leases from this Landlord/Trustee for leases of its property to community organisations of both freehold and trust land. However the terminology for freehold land differs from that for Trust Land. Therefore, for this Trustee Lease the below listed terms in the Council Community Leases Standard Terms Document are to be read as follows—
 - (a) Landlord is to be read as Trustee
 - (b) Tenant is to be read as Trustee Lessee
 - (c) Land is to be read as Trust Land
 - (d) Leased Area has the same meaning as Premises in the Mandatory Standard Terms Document

2. Reference Schedule

2.1 The Reference Schedule is intended to be read together with Council Community Leases Standard Terms Document. 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 Trustee and the Trustee Lessee by presenting the significant terms of the Lease in a table format; and
- (3) Assist the Trustee and the Trustee Lessee 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.

2.2 For the purpose of this Lease the Reference Schedule in Council Community Leases Standard Terms Document is to be completed as follows:-

Trustee	
Trustee	Fraser Coast Regional Council
Trustee Address	The Chief Executive Officer Fraser Coast Regional Council PO Box 1943 Hervey Bay Qld 4655
Trustee Lessee	
Trustee Lessee	Bauple & District Recreation Ground Association Inc.
Trustee Lessee Address	C/- M. Liddell, Pettit Road, Bauple 4650

SCHEDULE

Tit's Reference - 49007628

Leased Area	
Leased Area	The buildings as hatched on the attached Sketch Plan (Ground Floor). The term "Leased Area" includes the Trustee's Property on or in the Leased Area
Street Address	Forestry Road, Tiaro
Land <i>(Real Property Description)</i>	Lot 401 CP N25503 County March Parish Gundlah Title Reference 49007628
Buildings	Means all of the buildings, fixtures and improvements on the Land including: <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements and • The Trustee Lessee Supplied Buildings and Improvements.
Trustee Supplied Buildings and Improvements	Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee. At the commencement of this Lease the Trustee Supplied Buildings and Improvements include – <ul style="list-style-type: none"> • Mens Shed • Recreation Club building • Old Bar Building • Storage Shed • Scout Hall Playgroup Building
Trustee Lessee Supplied Buildings and Improvements	Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee Lessee. At the commencement of this Lease the Trustee Lessee Supplied Buildings and Improvements are – <ul style="list-style-type: none"> • Nil
Trustee Property	Means all property owned by the Trustee in or on the Leased Area or the Land and includes – <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements • The Services • Any fitout and fixtures provided by the Trustee
Services	Means the following services which are provided to the Leased Area:- <ul style="list-style-type: none"> • electricity, • telephone,
Trustee Lessee Property	Means all property in or on the Leased Area owned by or under the control of the Trustee Lessee and includes the Trustee Lessee Supplied Buildings and Improvements, excluding the Trustee Property.

SCHEDULE

Title Reference - 49007628

Duration of Lease	
Term	10 years
Commencement Date	1 September, 2009
Expiry Date	31 August, 2019
Rent	
Rent	\$1.00 per annum
Rent Payment Requirements	<p>The Rent is payable (if requested by the Trustee)</p> <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
Outgoings	
Outgoings	<p>The Trustee Lessee 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 Trustee.</p> <p>If an Outgoing is not assessed against the Leased Area only, the Trustee Lessee pays a share of the Outgoings calculated as follows:</p> <p><i>Trustee Lessee's Share = Outgoing X Area of Leased Area / Area of the land for which the Outgoing is assessed</i></p>

SCHEDULE

Title Reference - 49007628

<p>Outgoings Payment Requirements</p>	<p>The Trustee Lessee 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 Trustee within 14 days of being Invoiced by the Trustee, • 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, • in the manner directed by the Trustee from time to time.
<p>Use of Leased Area</p>	
<p>Permitted Use</p>	<p>Baulmeil District Recreation Ground Association Inc. Activities</p>
<p>Use of Leased Area</p>	<p>The Trustee Lessee must comply with the provisions regarding the use of the Leased Area in clause 4.1 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Conduct</p>	<p>The Trustee Lessee must not do any of the things listed in clause 4.2 of the Council Community Leases Standard Terms Document without obtaining the Trustee's prior written consent pursuant to clause 4.3 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Obligations</p>	<p>The Trustee Lessee must comply with the specific obligations in clause 4.4 of the Council Community Leases Standard Terms Document</p>
<p>Special Rules</p>	<p>Pursuant to clause 4.4(j) of the Council Community Leases Standard Terms Document, the Trustee Lessee must comply with the following special rules:</p> <ul style="list-style-type: none"> • The Trustee Lessee 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 Trustee Lessee 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.
<p>Insurance</p>	
<p>Lease Insurance Requirements</p>	<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>

SCHEDULE

Title Reference - 48007628

	Risk	Amount of Cover	Who Insures
	Trustee Supplied Buildings & Improvements	Full Replacement Value	Trustee
	Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property	Full Replacement Value	Trustee Lessee
	Public Liability	\$20,000,000.00	Trustee Lessee
	Plate Glass	Full Replacement Value	Trustee Lessee
	Workers Compensation	Statutory Cover	Trustee Lessee
Requirements for Insurance to be arranged by Trustee Lessee	<p>For the insurance that must be arranged by the Trustee Lessee –</p> <ul style="list-style-type: none"> The insurance must be in the names of the Trustee and the Trustee Lessee (except for Workers Compensation Insurance) The insurance must be with an insurance office or company approved by the Trustee, which will not be unreasonably withheld The Trustee Lessee must give the Trustee: <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. 		
Costs			
Costs payable by Trustee Lessee	<p>The costs payable by the Trustee Lessee are -</p> <ul style="list-style-type: none"> any stamp duty assessed on the Lease the costs of registering the Lease, if the Trustee Lessee requires the Lease to be registered the costs of the survey/sketch plan attached or to be attached to the Lease the Trustee's reasonable legal costs and expenses of and incidental to the negotiation, preparation and execution of this Lease the Trustee Lessee's own legal costs all reasonable costs and expenses incurred (including legal costs and outlays on a full indemnity basis) by the Trustee in relation to any notice given to the Trustee Lessee in accordance with this Lease, lawful determination or attempted determination of this Lease, the surrender of this Lease, the granting of any consents, 		

SCHEDULE

Title Reference - 49007628

	proceedings lawfully brought by the Trustee to enforce the Trustee Lessee's performance and obligations under this Lease
Costs Payable by Trustee	Nil
Repair and Maintenance	
Trustee Lessee Maintenance & Cleaning Obligations	<p>What the Trustee Lessee is Responsible For</p> <p>The Trustee Lessee must</p> <ul style="list-style-type: none"> • Keep the - <ul style="list-style-type: none"> ○ Trustee Supplied Buildings and Improvements, ○ Trustee Lessee Supplied Buildings and Improvements and ○ Trustee Property, <p>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 Trustee Lessee's Property clean and in good repair • Repair any damage to the Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by the Trustee Lessee or the Trustee Lessee's Agents • Maintain, repair and replace damaged or broken <ul style="list-style-type: none"> ○ plate glass and other glass in the Buildings with glass of similar quality; ○ gates, shutters, coors, 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 Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by vandalism or graffiti
	<p>What the Trustee Lessee is Not Responsible For</p> <p>The Trustee Lessee is not responsible for the Trustee 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 Trustee Lessee or the Trustee Lessee's Agents.</p> <p>The Trustee Lessee is not responsible for the replacement of the</p>

SCHEDULE

Title Reference - 49007628

	Trustee's Property, unless the replacement is required because of the act or negligence of the Trustee Lessee or the Trustee Lessee's Agents
Trustee Maintenance Obligations	<p>What the Trustee 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 Trustee Lessee's responsibility pursuant to this Lease, <p>then -</p> <ul style="list-style-type: none"> the Trustee must take all reasonable steps to reinstate the Service the Trustee's liability is limited to the reasonable costs of reinstating the Service, and the Trustee Lessee releases the Trustee from and agrees that the Trustee 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.
Building Work	<p>The Lease prohibits the Trustee Lessee carrying out any Building Works:</p> <ul style="list-style-type: none"> on the Leased Area, to the Trustee Supplied Buildings & Improvements, or to the Trustee Lessee Supplied Buildings & Improvements <p>without the approval of the Trustee and provides a mechanism for obtaining that approval and regulating the carrying out of the Building Work</p> <p>See clause 7 in the Council Community Leases Standard Terms Document</p>
Assignment, Subletting and Charging	
Can the Trustee Lessee Assign or Transfer the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document.
Can the Trustee Lessee Sublet	No - See clause 8.1 of the Council Community Leases Standard Terms Document
Can the Trustee Lessee Charge or Encumber its interest in the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document
End of Lease	
Trustee Lessee Obligations	<p>At the expiry or sooner termination of the Lease, the Trustee Lessee must -</p> <ul style="list-style-type: none"> vacate the Leased Area in good repair and clean condition, fair wear and tear being acceptable

SCHEDULE

Title Reference - 49007628

	<ul style="list-style-type: none"> • remove all the Trustee Lessee's Property from the Leased Area, except for that property being transferred to the Trustee, • repair any damage caused by removal of the Trustee Lessee's Property • return all keys, security passes and cards held by the Trustee Lessee or its employees.
<p>Trustee Lessee Supplied Buildings & Improvements transferred to Trustee</p>	<p>At the expiry or sooner termination of the Lease the following Trustee Lessee Supplied Buildings & Improvements become the property of the Trustee:-</p> <ul style="list-style-type: none"> • Nil

FCRC - Released Under PRTI Act

SCHEDULE

Title Reference - 49007628

Special Conditions to this Trustee Lease

For the purpose of this Trustee Lease the following special conditions apply, subject to the Mandatory Standard Terms Document -

Nil

FCRC - Released Under RTI Act

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Kamala Dunn

From: Toni Souvlis
Sent: Thursday, 27 August 2009 9:03 AM
To: [REDACTED]
Subject: FW: Requirement for Planning Application - Lease over 10 years

Please see information below from Council's Executive Manager Development Assessment which outlines the process should your Group be desirous of proceeding with a 20 year lease over the Bauple Recreation Grounds. As stated at the Meeting if your Group wish to apply to proceed with a 20 year I will have to put it back to Council for approval as the first step. Can you please raise this matter at your next meeting and give an indication of how your Group wishes to proceed i.e. stay with the 10 year lease or proceed with a 20 year lease.

I have also sought the advice of the Director of Community Services in relation to the mowing of the Bauple Recreation Grounds should your Group wish to proceed with a lease of the entire area of the recreation grounds as staff currently performing this task come under this Director. When I get an indication from him, I will contact your Group again and advise of the outcome of my request to him. Obviously if he is not agreeable to containing a clause in the lease, it will just mean that your Group can proceed as planned and only lease the building footprints and not the whole lot.

Thanks, Toni Souvlis

From: Michael Ellery (HB)
Sent: Wednesday, 26 August 2009 2:57 PM
To: Toni Souvlis
Cc: Niamh Kearney
Subject: RE: Requirement for Planning Application - Lease over 10 years

Toni, yes an application to subdivide by lease (ie term of lease 10 years or greater) triggers an application for Reconfiguring a Lot. You would need to make application on Form A, Form F and referrals checklist together with a plan (and other areas of Council normally submit the plan of survey) showing the proposed lease boundaries. If you need any help putting together your application, then please see Niamh Kearney who can assist with the paperwork. The application fee is \$1685.

Michael Ellery
Executive Manager Development Assessment
Development Services Directorate
Fraser Coast Regional Council
Telephone: (07) 4197 4318
Mobile: 0438 727 038
Fax: (07) 4194 4595
Web site: <http://www.frasercoast.qld.gov.au>

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From: Toni Souvlis
Sent: Wednesday, 26 August 2009 2:37 PM
To: Michael Ellery
Subject: FW: Requirement for Planning Application - Lease over 10 years

Michael,

Can you please respond to my request below, so that I can proceed with advice to the Club so the lease can proceed.

#1092300

Thanks, Toni Souvlis

From: Toni Souvlis (HB)
Sent: Friday, 21 August 2009 9:10 AM
To: Michael Ellery (HB)
Subject: FW: Requirement for Planning Application - Lease over 10 years

Michael,

Have you been able to get the information together I am seeking as detailed below.

Thanks, Toni Souvlis

From: Toni Souvlis (HB)
Sent: Tuesday, 18 August 2009 1:28 PM
To: Michael Ellery (HB)
Subject: Requirement for Planning Application - Lease over 10 years

Michael,

The Bauple Recreation Group who Council is currently negotiating with in relation to the establishment of a lease with that Group over the Bauple Recreation Grounds have expressed an interest in entering into a 20 year lease rather than a 10 year lease in order to give them more security of tenure.

There is apparently a section in the Integrated Planning Act 1997 that requires the lodgement of a planning application for any lease over 10 years.

Can you please advise of what type of planning application has to be lodged, what requirements would need to be met and the applicable application fees for such an application.

Thanks.

Toni Souvlis

Senior Property Officer

Financial Services

Fraser Coast Regional Council

Telephone: (07) 4190 5804

Mobile: 0438 905 804

Fax: (07) 4123 1470

Web Site: <http://www.frasercoast.qld.gov.au>

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Kamala Dunn

From: [REDACTED]
Sent: Thursday, 11 February 2010 5:15 PM
To: Toni Souvlis
Cc: [REDACTED]
Subject: Lease Agreement

Hi Toni,

The Bauple & District Rec. Grounds Committee met last night, and we have decided that leasing the footprint of the buildings is the way we'd like to go. Can you please arrange to have a new lease drawn up to this effect, and forward it to us so that we can recommence negotiations?

Thanks,

Rachel Ireland
Vice President
Bauple & District Rec. Grounds Assoc.

FCRC - Released Under RTI Act

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12 March, 2010

Ms. D. Brischke
Bauple and District Recreation
Ground Association Inc.



Dear Ms. Brischke

RE: Lease Agreement – Part of Lot 401 CP N25503 – Bauple & District Recreation Ground

I refer to the above matter and now enclose herewith a new 10 year lease (in triplicate), for your Association's signature over land described as Part of Lot 401 CP N25503 situated at Forestry Road, Tiaro.

It would be appreciated if your Association would now peruse the enclosed lease agreements and sign where indicated. It would be appreciated if the three copies of the lease could be returned to Council within 30 days to enable signing by Council and registration with the Department of Environment and Resource Management.

As detailed above, pursuant to the Land Title Act, your lease will need to be registered by the Titles Office. I will arrange for this to occur after the lease has been signed by both your Association and Council. Your Association will be responsible for the lodgement fees of \$157.50 and it would be appreciated if a cheque in the name of the Department of Environment and Resource Management could be returned to Council along with the signed Lease Agreements.

Your Association can obtain its own independent legal advice if you so wish, the costs of which are to be met by your Association.

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.

It would be appreciated if your Association would now peruse the enclosed lease agreement and arrange for the lease to be signed and returned to Council within 30 days from the date of this letter. It would be appreciated if the persons name and title can be printed under the signature area and your Association's seal attached to the signing area.

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 F009792(P1)

#179275

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 4665, council@frasercoast.qld.gov.au Ph.1300 794 925	Lodger Code MH010
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2. Lot on Plan Description Part of Lot 401 CP N25503	County March	Parish Gundlah	Title Reference 49007828
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3. Lessee Given names	Surname/Company name and number	(Include tenancy if more than one)
	Bauple & District Recreation Ground Association Inc. (Incorporation Number: 12507)	

4. Interest being leased
Reserve

5. Description of premises being leased
The buildings as hatched on the attached Sketch Plan (Ground Floor)

6. Term of lease	7. Rental/Consideration
Commencement date/event: 1 April, 2010	See Form 20 Schedule
Expiry date: 31 March, 2020 and/or event:	
*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: Mandatory Standard Terms Document No. 711932933, Standard Terms Document No. 711548308 and the attached schedule.
* delete if not applicable

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

.....signature	
.....full name	Cr. S.M. Kruger, MAYOR
.....qualification	

Witnessing Officer / / Execution Date Lessor's Signature
(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.

.....signature	
.....full name	Bauple & District Recreation Ground Association Inc.
.....qualification	

..... Designation

.....signature	
.....full name Designation
.....qualification	

..... Designation Lessee's Signature

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 - 49007628

1. Trustee Lease

1.1 What is a Trustee Lease?

The Trustee offers the following explanation to the Trustee Lessee of this Trustee Lease to assist in their understanding of the Lease Documents, however the explanation in this clause 1.1 does not form part of the Lease –

- (1) The Trust Land, of which the Leased Area forms part, is not freehold but a Reserve (called Trust Land in this document) set aside pursuant to a Deed of Grant In Trust under sections 30 to 90 of the Land Act 1994, as amended.
- (2) The Trust Land was established by the Grant under the control of the Trustee.
- (3) The Grant appoints the Trustee as the trustee of the Trust Land.
- (4) The Leased Area (called the Premises in the Land Act) is part of the Trust Land.
- (5) The provisions of the Land Act and the Grant governs the Trust Land and this Trustee Lease.
- (6) This Lease is a Trustee Lease pursuant to section 57 of the Land Act.
- (7) The Minister's consent to this Trustee Lease is required by section 57 of the Land Act.

1.2 Terminology

Terms defined in the Mandatory Standard Terms Document apply to all of the Lease Documents. For convenience the main terms are listed below.

- (1) Act
- (2) Minister
- (3) Premises
- (4) Trust Land
- (5) Trustee
- (6) Trustee Lease
- (7) Trustee Lessee

1.3 Lease Documents

This Trustee Lease comprises the following –

- (1) This Form 7 and Form 20 Schedule containing the Reference Schedule, called the 'Lease Schedule'
- (2) Mandatory Standard Terms Document No 711932933, called the "Mandatory Standard Terms Document"
- (3) Standard Terms Document No 711548308, called the "Council Community Leases Standard Terms Document",

and together they are referred to as the "Lease Documents".

SCHEDULE

Title Reference - 49007628

1.4 How to Interpret the Lease Documents

- (1) The Mandatory Standard Terms Document applies in addition to and to the extent of any inconsistency prevails over all of the other Lease Documents,
- (2) The Lease Schedule is to be read with and vary the Council Community Leases Standard Terms Document.
- (3) The Council Community Leases Standard Terms Document was prepared to provide standard lease provisions for all leases from this Landlord/Trustee for leases of its property to community organisations of both freehold and trust land. However the terminology for freehold land differs from that for Trust Land. Therefore, for this Trustee Lease the below listed terms in the Council Community Leases Standard Terms Document are to be read as follows:-
 - (a) Landlord is to be read as Trustee
 - (b) Tenant is to be read as Trustee Lessee
 - (c) Land is to be read as Trust Land
 - (d) Leased Area has the same meaning as Premises in the Mandatory Standard Terms Document

2. Reference Schedule

2.1 The Reference Schedule is intended to be read together with Council Community Leases Standard Terms Document. 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 Trustee and the Trustee Lessee by presenting the significant terms of the Lease in a table format; and
- (3) Assist the Trustee and the Trustee Lessee 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.

2.2 For the purpose of this Lease the Reference Schedule in Council Community Leases Standard Terms Document is to be completed as follows:-

Trustee	
Trustee	Fraser Coast Regional Council
Trustee Address	The Chief Executive Officer Fraser Coast Regional Council PO Box 1943 Harvey Bay Qld 4655
Trustee Lessee	
Trustee Lessee	Bauple & District Recreation Ground Association Inc.
Trustee Lessee Address	C/- M. Liddell, Pettit Road, Bauple 4650

SCHEDULE

Title Reference - 49007628

Leased Area	
Leased Area	The buildings as hatched on the attached Sketch Plan (Ground Floor). The term "Leased Area" includes the Trustee's Property on or in the Leased Area
Street Address	Forestry Road, Bauple
Land (Real Property Description)	Lot 401 CP N25503 County March Parish: Gündlah Title Reference 49007628
Buildings	Means all of the buildings, fixtures and improvements on the Land including: <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements and • The Trustee Lessee Supplied Buildings and Improvements.
Trustee Supplied Buildings and Improvements	Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee. At the commencement of this Lease the Trustee Supplied Buildings and Improvements include – <ul style="list-style-type: none"> • Bauple Community Shed Q150 Social Clubhouse • Australian Mens Shed • Old Bar Building • Scout Storage Shed • Scout Hall Playgroup Building
Trustee Lessee Supplied Buildings and Improvements	Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee Lessee. At the commencement of this Lease the Trustee Lessee Supplied Buildings and Improvements are – <ul style="list-style-type: none"> • Nil
Trustee Property	Means all property owned by the Trustee in or on the Leased Area or the Land and includes – <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements • The Services • Any fitout and fixtures provided by the Trustee
Services	Means the following services which are provided to the Leased Area:- <ul style="list-style-type: none"> • <i>electricity,</i> • <i>telephone,</i>
Trustee Lessee Property	Means all property in or on the Leased Area owned by or under the control of the Trustee Lessee and includes the Trustee Lessee Supplied Buildings and Improvements, excluding the Trustee Property.

SCHEDULE

Title Reference - 49007628

Duration of Lease	
Term	10 years
Commencement Date	1 April, 2010
Expiry Date	31 March, 2020
Rent	
Rent	\$1.00 per annum
Rent Payment Requirements	<p>The Rent is payable (if requested by the Trustee)</p> <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
Outgoings	
Outgoings	<p>The Trustee Lessee 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 Trustee.</p> <p>If an Outgoing is not assessed against the Leased Area only, the Trustee Lessee pays a share of the Outgoings calculated as follows:</p> <p><i>Trustee Lessee's Share = Outgoing X Area of Leased Area / Area of the land for which the Outgoing is assessed</i></p>

SCHEDULE

Title Reference - 49007628

<p>Outgoings Payment Requirements</p>	<p>The Trustee Lessee 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 Trustee within 14 days of being invoiced by the Trustee, • 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, • in the manner directed by the Trustee from time to time.
<p>Use of Leased Area</p>	
<p>Permitted Use</p>	<p>Baulmeil District Recreation Ground Association Inc. Activities</p>
<p>Use of Leased Area</p>	<p>The Trustee Lessee must comply with the provisions regarding the use of the Leased Area in clause 4.1 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Conduct</p>	<p>The Trustee Lessee must not do any of the things listed in clause 4.2 of the Council Community Leases Standard Terms Document without obtaining the Trustee's prior written consent pursuant to clause 4.3 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Obligations</p>	<p>The Trustee Lessee must comply with the specific obligations in clause 4.4 of the Council Community Leases Standard Terms Document</p>
<p>Special Rules</p>	<p>Pursuant to clause 4.4(j) of the Council Community Leases Standard Terms Document, the Trustee Lessee must comply with the following special rules:</p> <ul style="list-style-type: none"> • The Trustee Lessee 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 Trustee Lessee 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.
<p>Insurance</p>	
<p>Lease Insurance Requirements</p>	<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>

SCHEDULE

Title Reference - 49007628

	Risk	Amount of Cover	Who Insures
	Trustee Supplied Buildings & Improvements	Full Replacement Value	Trustee
	Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property	Full Replacement Value	Trustee Lessee
	Public Liability	\$20,000,000.00	Trustee Lessee
	Plate Glass	Full Replacement Value	Trustee Lessee
	Workers Compensation	Statutory Cover	Trustee Lessee
Requirements for Insurance to be arranged by Trustee Lessee	<p>For the insurance that must be arranged by the Trustee Lessee –</p> <ul style="list-style-type: none"> The insurance must be in the names of the Trustee and the Trustee Lessee (except for Workers Compensation Insurance) The insurance must be with an insurance office or company approved by the Trustee, which will not be unreasonably withheld The Trustee Lessee must give the Trustee: <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. 		
Costs	<p>Costs payable by Trustee Lessee</p> <p>The costs payable by the Trustee Lessee are -</p> <ul style="list-style-type: none"> any stamp duty assessed on the Lease the costs of registering the Lease, if the Trustee Lessee requires the Lease to be registered the costs of the survey/sketch plan attached or to be attached to the Lease the Trustee's reasonable legal costs and expenses of and incidental to the negotiation, preparation and execution of this Lease the Trustee Lessee's own legal costs all reasonable costs and expenses incurred (including legal costs and outlays on a full indemnity basis) by the Trustee in relation to any notice given to the Trustee Lessee in accordance with this Lease, lawful determination or attempted determination of this Lease, the surrender of this Lease, the granting of any consents, 		

SCHEDULE

Title Reference - 49007628

	proceedings lawfully brought by the trustee to enforce the Trustee Lessee's performance and obligations under this Lease
Costs Payable by Trustee	Nil
Repair and Maintenance	
Trustee Lessee Maintenance & Cleaning Obligations	<p>What the Trustee Lessee is Responsible For</p> <p>The Trustee Lessee must:</p> <ul style="list-style-type: none"> • Keep the - <ul style="list-style-type: none"> ○ Trustee Supplied Buildings and Improvements, ○ Trustee Lessee Supplied Buildings and Improvements and ○ Trustee Property, <p>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 Trustee Lessee's Property clean and in good repair • Repair any damage to the Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by the Trustee Lessee or the Trustee Lessee's Agents • Maintain, repair and replace damaged or broken: <ul style="list-style-type: none"> ○ 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 Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by vandalism or graffiti
	<p>What the Trustee Lessee is Not Responsible For</p> <p>The Trustee Lessee is not responsible for the Trustee 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 Trustee Lessee or the Trustee Lessee's Agents.</p> <p>The Trustee Lessee is not responsible for the replacement of the</p>

SCHEDULE

Title Reference - 49007628

	Trustee's Property, unless the replacement is required because of the act or negligence of the Trustee Lessee or the Trustee Lessee's Agents
Trustee Maintenance Obligations	<p>What the Trustee 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 Trustee Lessee's responsibility pursuant to this Lease, <p>then -</p> <ul style="list-style-type: none"> the Trustee must take all reasonable steps to reinstate the Service the Trustee's liability is limited to the reasonable costs of reinstating the Service; and the Trustee Lessee releases the Trustee from and agrees that the Trustee 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.
Building Work	<p>The Lease prohibits the Trustee Lessee carrying out any Building Work:</p> <ul style="list-style-type: none"> on the Leased Area, to the Trustee Supplied Buildings & Improvements, or to the Trustee Lessee Supplied Buildings & Improvements <p>without the approval of the Trustee and provides a mechanism for obtaining that approval and regulating the carrying out of the Building Work</p> <p>See clause 7 in the Council Community Leases Standard Terms Document</p>
Assignment, Subletting and Charging	
Can the Trustee Lessee Assign or Transfer the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document.
Can the Trustee Lessee Sublet	No - See clause 8.1 of the Council Community Leases Standard Terms Document
Can the Trustee Lessee Charge or Encumber its interest in the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document
End of Lease	
Trustee Lessee Obligations	<p>At the expiry or sooner termination of the Lease, the Trustee Lessee must -</p> <ul style="list-style-type: none"> vacate the Leased Area in good repair and clean condition, fair wear and tear being acceptable

SCHEDULE

Title Reference - 49007628

	<ul style="list-style-type: none">• remove all the Trustee Lessee's Property from the Leased Area, except for that property being transferred to the Trustee,• repair any damage caused by removal of the Trustee Lessee's Property• return all keys, security passes and cards held by the Trustee Lessee or its employees.
Trustee Lessee Supplied Buildings & Improvements transferred to Trustee	At the expiry or sooner termination of the Lease the following Trustee Lessee Supplied Buildings & Improvements become the property of the Trustee:- <ul style="list-style-type: none">• Nil

FCRC - Released Under the Property Act

SCHEDULE

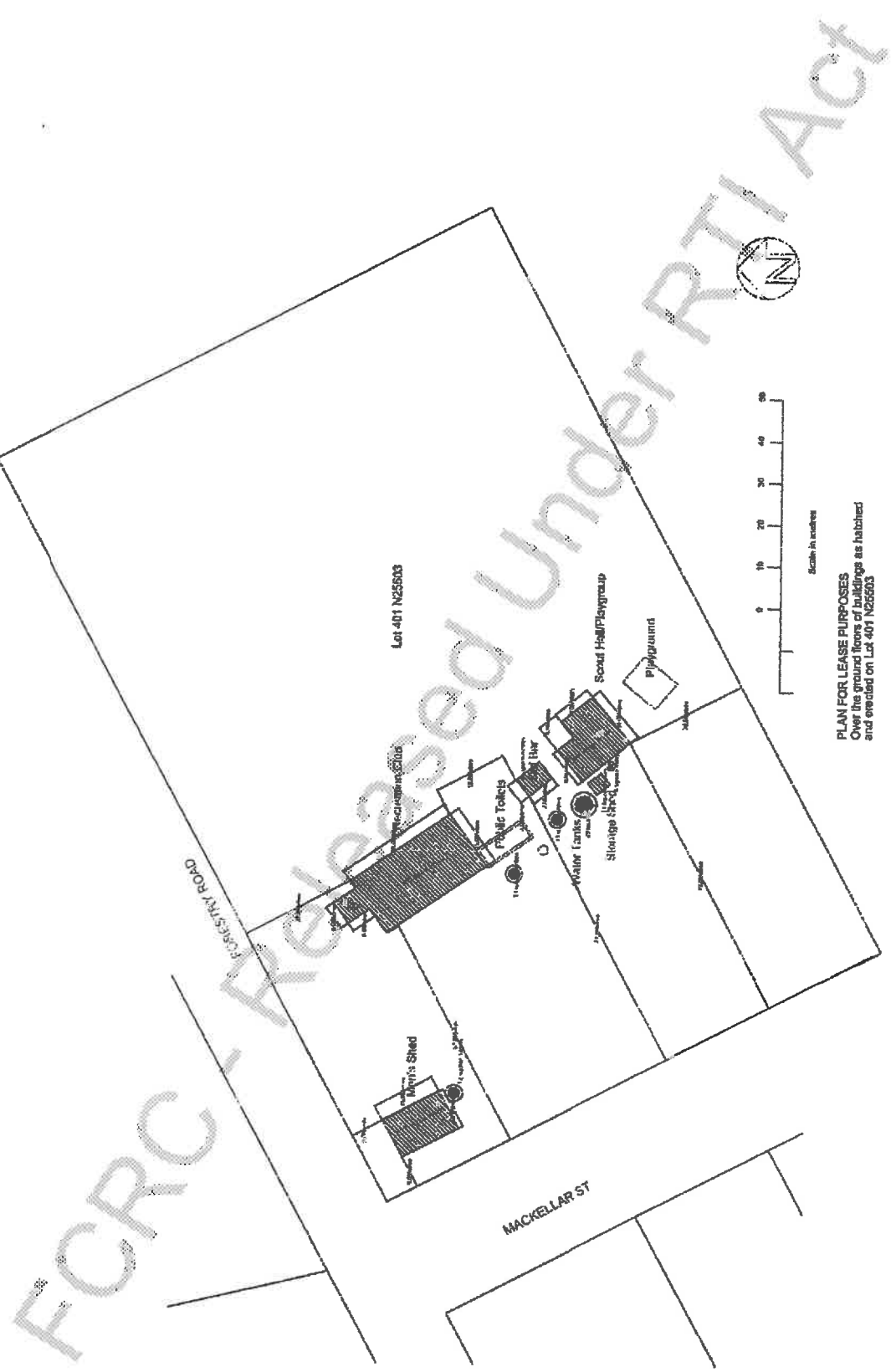
Title Reference - 49007628

Special Conditions to this Trustee Lease

For the purpose of this Trustee Lease the following special conditions apply, subject to the Mandatory Standard Terms Document -

NIL

FCRC - Released Under RTI Act



Lot 401 N25503

FORESTY ROAD

MACKELLAR ST



Scales in meters

PLAN FOR LEASE PURPOSES
Over the ground floors of buildings as habited
and erected on Lot 401 N25503

9

Kamala Dunn

From: Toni Souvlis
Sent: Tuesday, 2 November 2010 12:18 PM
To: Debbie Brischke
Subject: RE: Bauple Q150 shed - Leasing

Deb,

The final building approval does not need to be finalised before signing a lease. As I was not involved in project managing this building, I will send your email to David Ramsay to respond to the points raised below relating to building final and also ask how far the final is away.

Your Group will be responsible for power costs for the buildings you lease and if we are not able to organise a separate meter for the toilet block we have other situations where Council pays to the community group an estimation of the power usage for the three month period. I had previously spoken to Michael Buckley about this issue and he had sent through an account for a toilet block at Toogoom which he had stated would use more power than Bauple, but was a cost of \$37.25 for the month. We can discuss this issue however with your Group in relation to the Council's payment of costs for electricity used at the toilet block which is not part of your lease.

What did you want to discuss about the present condition of the demountable building?

I don't have authority to waive lease fees and if your Group wished to ask for a waiver, you will need to provide written representations to the CEO for consideration by the Director of Organisational Services. It should be noted however, that no Group currently receives a waiver on their lease fees. Council's concessional policy means that the lease fees (rates - the lease fee is only \$1.00 which is not charged for) will be minimal and as indicated previously would only equate to the following based on the 2010/11 Council concessional policy. Your Group currently also receives an annual financial assistance grant to the value of \$750.00 from Council.

Concessional General Rate \$200.00
Fire Levy \$25.00 (not a Council charge)
Environmental Levy \$25.00

Did you want me to again come out and meet on-site with your Group to discuss the above issues and also your concerns about the condition of the demountable building. I am quite happy to meet with you again so that we can deal with any concerns your Group has prior to progressing a signed lease.

Thanks, Toni Souvlis

From: Debbie Brischke [REDACTED]
Sent: Monday, 1 November 2010 7:18 AM
To: Toni Souvlis
Subject: Bauple Q150 shed - Leasing

Hi Toni,

Could you please advise if our committee is correct in thinking that a Final Building Approval will need to be signed for the Q150 Shed, before we can sign a Lease on the footprint of the buildings?

Could you also please advise us if the following items will need to be completed before a Final Building Approval can be given :-

- signs for the toilet
- installation of fire extinguishers and fire blankets and appropriate signs
- appropriate rails in disabled toilet
- smoke detectors?

Other issues we would like clarified before we can sign a lease is the separation of power from public toilet block & the present condition of the demountable building.

Do you have the authority to discuss the waiving of related fees with leasing, and if not, could you please advise who does?

Many thanks for your patience & advice in this regard.

Debbie Brischke



FCRC - Released Under RTI Act

Kamala Dunn

From: [Redacted]
Sent: Monday, 14 February 2011 8:21 AM
To: Toni Souvlis
Subject: Bauple & District Rec. Ground Assoc.

Hi Toni,

The Bauple & District Recreation Ground Association Inc. wish to proceed with the negotiation of a Lease. Another matter relating to maintenance of the buildings that we would like to have addressed prior to signing, is the steps of the demountable (scouts/playgroup rooms). The timber is quite old, splitting and turning upward, and has now become a safety hazard.

A problem has developed for Playgroup, regarding campers accessing the oval, parking and setting up, during the time that Playgroup is held and the chain gate is open. Can you please advise who I should approach to request that a sign be made up (No Camping on Oval - or similar) to be positioned by this gate, in order to prevent the Playgroup ladies from having to interrupt their time with the children, to go and advise the campers to move. Or can you arrange this?

Also, can I ask you about whether FCRC can provide a Plumber (with Gas Fitting Certificate) to lower the connections for gas lines on the Q150 Shed? We had originally intended to use small (9kg) gas bottles, due to the infrequency of supply required, and the costs involved with hire of large bottles that would sit unused for an extended period. The plumber who installed the line has put connections at the height of the large (45kg) bottles. Our enquiries have found that Safety requirements prevent us from sitting the small bottles on anything to raise them.

Finally, due to changes in council, and the coming Lease agreement, our committee would like to request a meeting with whomever might be able to provide us with clear and accurate information about our responsibilities and obligations in relation to the care of the grounds. As we are named the Bauple and District Recreation Ground Association Inc. we would like advice on the impact of any changes we may be as yet unaware of.

Thank-you, I look forward to your response.
Kind Regards,

--
Rachel Ireland
Secretary
Bauple & District Rec. Ground Assoc. Inc.

11

Kamala Dunn

From: Toni Souvlis
Sent: Thursday, 17 February 2011 3:36 PM
To: Rachel Ireland
Subject: RE: Bauple & District Rec. Ground Assoc.

Rachel,

I refer to our discussion today and confirm verbal arrangements for myself and Jamie Cockburn to meet with your Group at 4.15 p.m. on Wednesday 2 March, 2011.

If for any reason, Jamie has to re-schedule, I will contact you immediately.

Thanks, Toni Souvlis

From: Rachel Ireland
Sent: Monday, 14 February 2011 8:21 AM
To: Toni Souvlis
Subject: Bauple & District Rec. Ground Assoc.

Hi Toni,

The Bauple & District Recreation Ground Association Inc. wish to proceed with the negotiation of a Lease. Another matter relating to maintenance of the buildings that we would like to have addressed prior to signing, is the steps of the demountable (scouts/playgroup rooms). The timber is quite old, splitting and turning upward, and has now become a safety hazard.

A problem has developed for Playgroup, regarding campers accessing the oval, parking and setting up, during the time that Playgroup is held and the chain gate is open. Can you please advise who I should approach to request that a sign be made up (No Camping on Oval - or similar) to be positioned by this gate, in order to prevent the Playgroup ladies from having to interrupt their time with the children, to go and advise the campers to move. Or can you arrange this?

Also, can I ask you about whether FCRC can provide a Plumber (with Gas Fitting Certificate) to lower the connections for gas lines on the Q150 Shed? We had originally intended to use small (9kg) gas bottles, due to the infrequency of supply required, and the costs involved with hire of large bottles that would sit unused for an extended period. The plumber who installed the line has put connections at the height of the large (45kg) bottles. Our enquiries have found that Safety requirements prevent us from sitting the small bottles on anything to raise them.

Finally, due to changes in council, and the coming Lease agreement, our committee would like to request a meeting with whomever might be able to provide us with clear and accurate information about our responsibilities and obligations in relation to the care of the grounds. As we are named the Bauple and District Recreation Ground Association Inc. we would like advice on the impact of any changes we may be as yet unaware of.

Thank-you, I look forward to your response.
Kind Regards,

--
Rachel Ireland
Secretary
Bauple & District Rec. Ground Assoc. Inc.
[REDACTED]

FCRC - Released Under RTI Act

14/02/2011 1999461 Bauple & District Rec. Ground Assoc. advising wish to proceed with Lease, but requires clarification relating to maintenance and management of grounds area

Document		<input checked="" type="checkbox"/> Restricted	Access
Title	Bauple & District Rec. Ground Assoc. advising wish to proceed with Lease, but requires clarification relating to maintenance and management of grounds area		
Type	INMAIL	Creation Date	14/02/2011
Author	TONI.SOUVLIS	Typed	Toni Souvlis
Comments	Met with Group have now advised wish to proceed with lease over whole lot report to be completed for Council consideration		
	<input type="checkbox"/> Ack Sent	<input type="checkbox"/> Publish PDOnline Website	
	<input type="checkbox"/> Complaint	Read Only Date	4/03/2011
		Application	MS OUTLOOK
Property System No.			
Property			
Lot Plan			
Address			
File			
Number	F009792(P1)		Bauple Recreation Ground Association
Title	FCRC / COUNCIL PROPERTIES / LEASING / SPORTING AND RECREATIONAL GROUPS		

Released Under RTI Act

12

ITEM NO: ORD 11.9

**FRASER COAST REGIONAL COUNCIL
ORDINARY MEETING NO. 5**

WEDNESDAY 16 MARCH 2011

SUBJECT: LEASE AGREEMENT - BAUPLE AND DISTRICT RECREATION GROUND ASSOCIATION INC.

DIRECTORATE: ORGANISATIONAL SERVICES

RESPONSIBLE OFFICER: DIRECTOR OF ORGANISATIONAL SERVICES - Lisa Desmond

AUTHOR: EXECUTIVE ASSISTANT, ORGANISATIONAL SERVICES - Toni Souvils

DOC NO: #2008222

LINK TO CORPORATE / OPERATIONAL PLAN:

1. PURPOSE

The purpose of this report is to seek Council's endorsement to offer the Bauple and District Recreation Ground Association Inc. an extended lease area over the Bauple Recreation Grounds Reserve R. 429 described as Lot 401 N25503 Parish of Gundiah.

2. BACKGROUND & PREVIOUS COUNCIL CONSIDERATION

Council, at its Meeting held on 1 July, 2009 resolved as follows:-

"That a ten (10) year lease is drawn between Council and the Bauple & District Recreation Ground Association Inc. for the lease of buildings located within the Bauple Recreation Grounds Reserve R. 429 described as Lot 401 N25503 Parish of Gundiah as detailed on the attachment appended to this report."

The signing of the lease agreement between Council and the Bauple & District Recreation Ground Association Inc., was however put on hold pending advice from the Bauple Community Shed Inc. (men's shed) relating to its desire for a separate lease. Council has subsequently resolved to offer the Bauple Community Shed Inc. a lease area measuring 30m x 50m within the Bauple Recreation Grounds Reserve.

Following this decision, contact was again made with the Bauple and District Recreation Ground Association Inc. In order to progress the completion of a new Lease Agreement, which was prepared in accordance with Council's decision of 1 July, 2009, but excluded the area now to be leased to the Bauple Community Shed Inc.

In response, the Bauple and District Recreation Ground Association Inc. considered leasing the whole of the Reserve, but raised concerns regarding public liability and grounds maintenance. However, following discussions with relevant staff, the Group has now indicated that they do wish to apply to Council to lease the entire Bauple Recreation Grounds Reserve excluding the 30m x 50m lease area recently granted to the Bauple Community Shed Inc.

As the Bauple and District Recreation Ground Association Inc. has managed the facilities and activities at the Bauple Recreation Ground under an agreement to manage made by the Tiaro Shire Council in 1994 and has continued to do so since amalgamation, it is considered that a lease over the Reserve, but excluding the 30m x 50m Bauple Community Shed Inc. lease area, would continue existing arrangements for the Group to manage and administer access, on behalf of Council, to the grounds.

In order to facilitate existing arrangements relating to the grounds, the following additional considerations will need to be included in any lease agreement:-

1. Council's continued commitment to mowing the Bauple Recreation Grounds Reserve.
2. Council's continued commitment to the management and maintenance of the public toilet facilities located on the grounds.
3. The continuance of existing arrangements for use of the site by Education Queensland for sporting events etc.

3. PROPOSAL

It is proposed that a ten (10) year lease be entered into between Council and the Bauple & District Recreation Ground Association Inc. for the lease of land described as the Bauple Recreation Grounds Reserve R. 429, Lot 401 N25503 Parish of Gundiah, but excluding the 30m x 50m Bauple Community Shed Inc. lease area.

4. FINANCIAL & RESOURCE IMPLICATIONS

Under section 1.5 Fraser Coast Regional Council Land/Lease Assistance for Community Groups (Sport, Recreation, Arts and Culture and Community) policy, costs associated with the preparation of the lease agreement shall be the responsibility of the Lessee including but not limited to legal and survey fees. Council's standard annual lease fee of \$1.00 will also apply to the lease.

5. POLICY & LEGAL IMPLICATIONS

The relevant policy relating to this matter is the Fraser Coast Regional Council Land/Lease Assistance for Community Groups (Sport, Recreation, Arts and Cultural and Community).

6. CRITICAL DATES & IMPLEMENTATION

N/A

7. CONSULTATION

Consultation has occurred with members of the Bauple & District Recreation Ground Association Inc, Council's Executive Manager, Environment and Open Space, Mr. J. Cockburn, Council's Acting Chief Executive Officer, Ms. L. Desmond and Council's Executive Manager, Corporate Business, Ms. J. Campbell.

8. CONCLUSION

The establishment of this lease will provide Council with the Group's ongoing assistance with the management of the grounds and buildings located within the Bauple Recreation Grounds Reserve R. 429, and also provide the group with security of tenure.

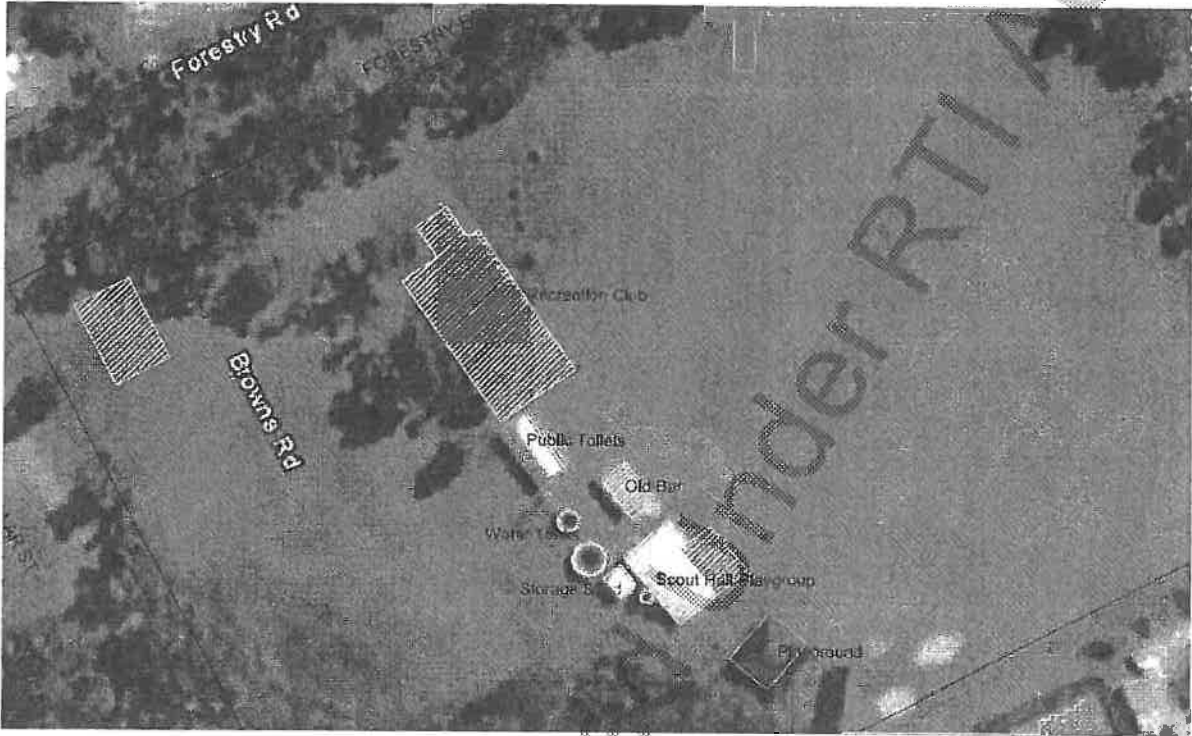
9. OFFICER'S RECOMMENDATION

That a ten (10) year lease be entered into between Council and the Bauple & District Recreation Ground Association Inc. for the lease of land described as the Bauple Recreation Grounds Reserve R. 429, Lot 401 N25503 Parish of Gundiah, but excluding the 30m x 50m Bauple Community Shed Inc. lease area, as outlined in this report.

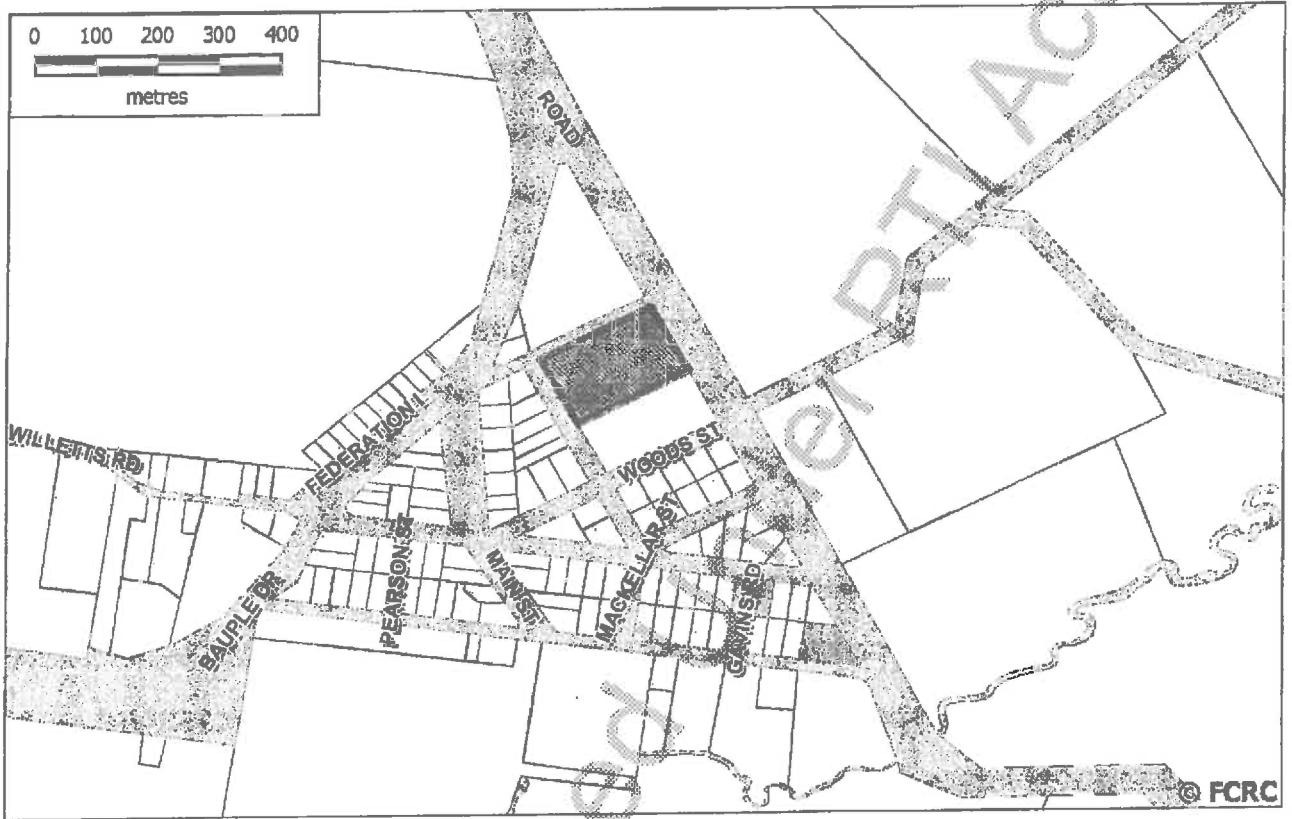
ATTACHMENTS:

1. Original Lease Areas Offered to Group
2. Site Plan

ITEM ORD 11.9 – ATTACHMENT 1
Original Lease Areas Offered to Group



ITEM ORD 11.9 – ATTACHMENT 2
Site Plan



FCRC - Released under the Official Information Act

Kamala Dunn

From: Janet Campbell
Sent: Friday, 8 July 2011 7:00 PM
To: James Cockburn
Cc: Toni Souvlis
Subject: FW: Lease Bauple & District Recreation Ground Association Inc.

Hi Jamie

(Sorry about the recalls – I hit send to quickly)

Following our meeting today over the Bauple lease I have re-worded the clauses and added a couple more – I still have a few queries before finalising – see below. Point 2 may cause concern??? If it does, I would rather remain silent on it than commit Council to the mowing for another 20 years. Things change rapidly in Local Govt and we are all still suffering from decisions made by previous Councils some time ago that cost us money. Future Councils may take a different view on services provided (or may not be able to afford it) and we need to remain flexible.

As discussed, the wording in these clauses needs to adequately reflect what the situation is or we will end up with disputes – especially if there is a contentious group involved.

Please advise your comments on the clauses ASAP so that I can get it back to Toni. Can you please have the map prepared in accordance with the lettering below and forwarded to me – thanks !!!!!!!

-
1. Upon obtaining the Trustee's written consent, the Trustee Lessee may grant approval for a sublease or other form of occupation of existing buildings on the Leased premises, provided that the approval does not conflict with any conditions of this Trustee Lease, so far as they are applicable to that occupation.
 2. The Trustee will attend to the mowing of all grassed areas within the Leased premises in accordance with(Jamie – Is there a 'standard' ?????), unless the Trustee formally resolves to discontinue this service, at which time the mowing of the grassed areas within the Leased premises will become the responsibility of the Trustee Lessee.
 3. The area within the Leased premises shown as **Area A** on the attached plan contains remnant vegetation and is not to be cleared or maintained by the Trustee Lessee without first having obtained the written permission of the Trustee.
 4. The car park area located within the Leased premises between the Q150 Hall and the adjoining Men's Shed, shown as **Area B** on the attached plan, may remain available to the general public for overnight camping by self contained caravans and recreational vehicles only, until such time as the Trustee provides written advice that the Bauple "Rest and Stopover" area is available for overnight camping, or that the approval for overnight camping within the Leased premises has been withdrawn. Any camping which is not in self contained caravans and recreational vehicles and/or exceeds the 24 hour limit must be reported to the Trustee immediately.
 5. The public amenities block located within the Leased premises, shown as **Area C** on the attached plan, must remain open to the general public at all times, unless advised otherwise in writing by the Trustee. The Trustee will undertake maintenance and cleaning of the amenities block in accordance with the Trustee's approved level of service for a rural public amenities block, as amended from time to time.
 6. The hot water service within the public amenities block referred to in Special Condition 3, must be made available for the Trustee Lessee's activities, as approved within the Permitted Use of the Lease, and for other activities conducted by community organisations and/or the Bauple State School. The Trustee Lessee must ensure that the service does not remain available for use by the general public at other times, or by overnight campers.

7. The 'Oval' area located within the Leased premises, shown as **Area D** on the attached plan, must be made available for use by the Bauple State School (Jamie - do we say that they have first rights or should they have to submit a timetable yearly in advance ??? – just wanting to avoid disputes down the track, like when Bauple becomes a metropolis. Who maintains it – us or the School?)
8. The playground within the Leased premises, shown as **Area E** on the attached plan, will be maintained by the Trustee in accordance with (Jamie – Is there a 'standard' ?????). Any hazard or incident which could lead to an injury, damage etc identified in or around the playground area must be reported immediately to the Trustee and, if warranted, the playground must be cordoned off from the public immediately and appropriate signage put in place by the Trustee Lessee, restricting access, until the Trustee confirms in writing that it can be removed.
9. The Trustee Lessee must ensure that all chemicals, detergents and cleaning products used within buildings and facilities on the Leased premises which discharge into the septic system are recommended "septic friendly" products only.

Janet Campbell

Executive Manager Corporate Business
Fraser Coast Regional Council
Phone: (07) 4194 8101
Mobile: 0427 579 489
Web site: <http://www.frasercoast.qld.gov.au>

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Janet Campbell

Executive Manager Corporate Business
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From: Toni Souvlis
Sent: Thursday, 16 June 2011 11:14 AM
To: Lisa Desmond
Cc: Janet Campbell
Subject: Lease Bauple & District Recreation Ground Association Inc.

<< File: DOCSHBCC-1080788.DOC.DRF >>

Lisa,

Attached is the Lease Agreement prepared for the Bauple Rec Grounds Lease. Jamie worded up the special conditions in the lease which are located at the back of the Lease. Can you please advise if you are happy that these special conditions cover any discussions that you have had with the Bauple community.

Thanks,

Toni Souvlis

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 Ph.1300 794 929	Lodger Code MH010
---	--	-----------------------------

2. Lot on Plan Description Lot 401 CP N25503	County March	Parish Gundiah	Title Reference 49007628
--	------------------------	--------------------------	------------------------------------

3. Lessee Given names	Surname/Company name and number	(include tenancy if more than one)
	Bauple & District Recreation Ground Association Inc. (Incorporation Number: 12507)	

4. Interest being leased
Reserve

5. Description of premises being leased
Lease B in Lot 401 on N25503 as depicted on attached plan

6. Term of lease Commencement date/event: 1 July, 2011 Expiry date: 30 June, 2021 and/or Event: *Options: Nil #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration See Form 20 Schedule
---	--

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:- Mandatory Standard Terms Document No. 711932933, Standard Terms Document No. 711548306 and the attached schedule.

* delete if not applicable

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

.....signature	Fraser Coast Regional Council
.....full name	Lisa Desmond, CHIEF EXECUTIVE OFFICER
.....qualification	/ /

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

9. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.
Bauple & District Recreation Ground Association Inc.

.....signature	
.....full name	Designation
.....qualification	/ /

Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	Execution Date	Designation	Lessee's Signature
---	-----------------------	--------------------	---------------------------

SCHEDULE

Title Reference - 49007628

1. Trustee Lease**1.1 What is a Trustee Lease?**

The Trustee offers the following explanation to the Trustee Lessee of this Trustee Lease to assist in their understanding of the Lease Documents, however the explanation in this clause 1.1 does not form part of the Lease –

- (1) The Trust Land, of which the Leased Area forms part, is not freehold but a Reserve (called Trust Land in this document) set aside pursuant to a Deed of Grant in Trust under sections 30 to 90 of the Land Act 1994, as amended.
- (2) The Trust Land was established by the Grant under the control of the Trustee.
- (3) The Grant appoints the Trustee as the trustee of the Trust Land.
- (4) The Leased Area (called the Premises in the Land Act) is part of the Trust Land.
- (5) The provisions of the Land Act and the Grant governs the Trust Land and this Trustee Lease.
- (6) This Lease is a Trustee Lease pursuant to section 57 of the Land Act.
- (7) The Minister's consent to this Trustee Lease is required by section 57 of the Land Act.

1.2 Terminology

Terms defined in the Mandatory Standard Terms Document apply to all of the Lease Documents. For convenience the main terms are listed below.

- (1) **Act**
- (2) **Minister**
- (3) **Premises**
- (4) **Trust Land**
- (5) **Trustee**
- (6) **Trustee Lease**
- (7) **Trustee Lessee**

1.3 Lease Documents

This Trustee Lease comprises the following –

- (1) This Form 7 and Form 20 Schedule containing the Reference Schedule, called the "**Lease Schedule**"
- (2) Mandatory Standard Terms Document No 711932933, called the "**Mandatory Standard Terms Document**"
- (3) Standard Terms Document No 711548306, called the "**Council Community Leases Standard Terms Document**",

and together they are referred to as the "**Lease Documents**".

SCHEDULE

Title Reference - 49007628

1.4 How to Interpret the Lease Documents

- (1) The Mandatory Standard Terms Document applies in addition to and to the extent of any inconsistency prevails over all of the other Lease Documents,
- (2) The Lease Schedule is to be read with and vary the Council Community Leases Standard Terms Document.
- (3) The Council Community Leases Standard Terms Document was prepared to provide standard lease provisions for all leases from this Landlord/Trustee for leases of its property to community organisations of both freehold and trust land. However the terminology for freehold land differs from that for Trust Land. Therefore, for this Trustee Lease the below listed terms in the Council Community Leases Standard Terms Document are to be read as follows--
 - (a) **Landlord** is to be read as **Trustee**
 - (b) **Tenant** is to be read as **Trustee Lessee**
 - (c) **Land** is to be read as **Trust Land**
 - (d) **Leased Area** has the same meaning as **Premises** in the **Mandatory Standard Terms Document**

2. Reference Schedule

2.1 The Reference Schedule is intended to be read together with Council Community Leases Standard Terms Document. 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 Trustee and the Trustee Lessee by presenting the significant terms of the Lease in a table format; and
- (3) Assist the Trustee and the Trustee Lessee 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.

2.2 For the purpose of this Lease the Reference Schedule in Council Community Leases Standard Terms Document is to be completed as follows:-

Trustee	
Trustee	Fraser Coast Regional Council
Trustee Address	The Chief Executive Officer Fraser Coast Regional Council PO Box 1943 Hervey Bay Qld 4655
Trustee Lessee	
Trustee Lessee	Bauple & District Recreation Ground Association Inc.
Trustee Lessee Address	C/- M. Liddell, Pettit Road, Bauple 4650

SCHEDULE

Title Reference - 49007628

Leased Area	
Leased Area	<p>Lease B in Lot 401 on N25503 as depicted on attached plan Lease Area:- 2.436 ha</p> <p>The term "Leased Area" includes the Trustee's Property on or in the Leased Area</p>
Street Address	Forestry Road, Bauple
Land (Real Property Description)	<p>Lot 401 CP N25503 County March Parish Gundiah Title Reference 49007628</p>
Buildings	<p>Means all of the buildings, fixtures and improvements on the Land including:</p> <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements and • The Trustee Lessee Supplied Buildings and Improvements.
Trustee Supplied Buildings and Improvements	<p>Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee.</p> <p>At the commencement of this Lease the Trustee Supplied Buildings and Improvements include –</p> <ul style="list-style-type: none"> • Bauple Community Shed Q150 Social Clubhouse • Old Bar Building • Scout Storage Shed • Scout Hall Playgroup Building
Trustee Lessee Supplied Buildings and Improvements	<p>Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee Lessee. At the commencement of this Lease the Trustee Lessee Supplied Buildings and Improvements are –</p> <ul style="list-style-type: none"> • Nil
Trustee Property	<p>Means all property owned by the Trustee in or on the Leased Area or the Land and includes –</p> <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements • The Services • Any fitout and fixtures provided by the Trustee
Services	<p>Means the following services which are provided to the Leased Area:-</p> <ul style="list-style-type: none"> • <i>electricity,</i> • <i>telephone,</i>
Trustee Lessee Property	<p>Means all property in or on the Leased Area owned by or under the control of the Trustee Lessee and includes the Trustee Lessee Supplied Buildings and Improvements, excluding the Trustee Property.</p>
Duration of Lease	

SCHEDULE

Title Reference - 49007628

Term	10 years
Commencement Date	1 July, 2011
Expiry Date	30 June, 2021
Rent	
Rent	\$1.00 per annum
Rent Payment Requirements	<p>The Rent is payable (if requested by the Trustee)</p> <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
Outgoings	
Outgoings	<p>The Trustee Lessee 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 Trustee.</p> <p>If an Outgoing is not assessed against the Leased Area only, the Trustee Lessee pays a share of the Outgoings calculated as follows:</p> <p><i>Trustee Lessee's Share = Outgoing X Area of Leased Area / Area of the land for which the Outgoing is assessed</i></p>

SCHEDULE

Title Reference - 49007628

<p>Outgoings Payment Requirements</p>	<p>The Trustee Lessee 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 Trustee within 14 days of being invoiced by the Trustee, • 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, • in the manner directed by the Trustee from time to time.
<p>Use of Leased Area</p>	
<p>Permitted Use</p>	<p>The Permitted Use of the Leased Area is for the purpose of community based activities conducted on a not for profit basis for the benefit of the community of the Fraser Coast by the Bauple & District Recreation Ground Association 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 Bauple & District Recreation Ground Association Inc. b. conduct of a business c. activities contrary to the objects within the Constitution of the Bauple & District Recreation Ground Association Inc. d. activities that contravene the Local Laws of the Fraser Coast Regional Council e. activities that contravene the relevant Planning Scheme of the Fraser Coast Regional Council f. activities that conflict with the designated purpose of the Reserve, that being Recreation purposes
<p>Use of Leased Area</p>	<p>The Trustee Lessee must comply with the provisions regarding the use of the Leased Area in clause 4.1 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Conduct</p>	<p>The Trustee Lessee must not do any of the things listed in clause 4.2 of the Council Community Leases Standard Terms Document without obtaining the Trustee's prior written consent pursuant to clause 4.3 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Obligations</p>	<p>The Trustee Lessee must comply with the specific obligations in clause 4.4 of the Council Community Leases Standard Terms Document</p>

SCHEDULE

Title Reference - 49007628

<p>Special Rules</p>	<p>Pursuant to clause 4.4(j) of the Council Community Leases Standard Terms Document, the Trustee Lessee must comply with the following special rules:</p> <ul style="list-style-type: none"> The Trustee Lessee 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 Trustee Lessee 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. 																		
<p>Insurance</p>																			
<p>Lease Insurance Requirements</p>	<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" data-bbox="635 952 1481 1361"> <thead> <tr> <th>Risk</th> <th>Amount of Cover</th> <th>Who Insures</th> </tr> </thead> <tbody> <tr> <td>Trustee Supplied Buildings & Improvements</td> <td>Full Replacement Value</td> <td>Trustee</td> </tr> <tr> <td>Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property</td> <td>Full Replacement Value</td> <td>Trustee Lessee</td> </tr> <tr> <td>Public Liability</td> <td>\$20,000,000.00</td> <td>Trustee Lessee</td> </tr> <tr> <td>Plate Glass</td> <td>Full Replacement Value</td> <td>Trustee Lessee</td> </tr> <tr> <td>Workers Compensation</td> <td>Statutory Cover</td> <td>Trustee Lessee</td> </tr> </tbody> </table>	Risk	Amount of Cover	Who Insures	Trustee Supplied Buildings & Improvements	Full Replacement Value	Trustee	Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property	Full Replacement Value	Trustee Lessee	Public Liability	\$20,000,000.00	Trustee Lessee	Plate Glass	Full Replacement Value	Trustee Lessee	Workers Compensation	Statutory Cover	Trustee Lessee
Risk	Amount of Cover	Who Insures																	
Trustee Supplied Buildings & Improvements	Full Replacement Value	Trustee																	
Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property	Full Replacement Value	Trustee Lessee																	
Public Liability	\$20,000,000.00	Trustee Lessee																	
Plate Glass	Full Replacement Value	Trustee Lessee																	
Workers Compensation	Statutory Cover	Trustee Lessee																	
<p>Requirements for Insurance to be arranged by Trustee Lessee</p>	<p>For the insurance that must be arranged by the Trustee Lessee –</p> <ul style="list-style-type: none"> The insurance must be in the names of the Trustee and the Trustee Lessee (except for Workers Compensation Insurance) The insurance must be with an insurance office or company approved by the Trustee, which will not to be unreasonably withheld The Trustee Lessee must give the Trustee: <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 Trustee Lessee</p>	<p>The costs payable by the Trustee Lessee are -</p>																		

SCHEDULE

Title Reference - 49007628

	<ul style="list-style-type: none"> • any stamp duty assessed on the Lease • the costs of registering the Lease, if the Trustee Lessee requires the Lease to be registered • the costs of the survey/sketch plan attached or to be attached to the Lease • the Trustee's reasonable legal costs and expenses of and incidental to the negotiation, preparation and execution of this Lease • the Trustee Lessee's own legal costs • all reasonable costs and expenses incurred (including legal costs and outlays on a full indemnity basis) by the Trustee in relation to any notice given to the Trustee Lessee 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 Trustee to enforce the Trustee Lessee's performance and obligations under this Lease
<p>Costs Payable by Trustee</p>	<p>Nil</p>
<p>Repair and Maintenance</p>	
<p>Trustee Lessee Maintenance & Cleaning Obligations</p>	<p>What the Trustee Lessee is Responsible For</p> <p>The Trustee Lessee must:</p> <ul style="list-style-type: none"> • Keep the - <ul style="list-style-type: none"> ○ Trustee Supplied Buildings and Improvements, ○ Trustee Lessee Supplied Buildings and Improvements and ○ Trustee Property, clean and in good repair. <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 Trustee Lessee's Property clean and in good repair • Repair any damage to the Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by the Trustee Lessee or the Trustee Lessee's Agents • Maintain, repair and replace damaged or broken <ul style="list-style-type: none"> ○ 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

SCHEDULE

Title Reference - 49007628

	<p>working order.</p> <ul style="list-style-type: none"> • Repair and replace any damage to the Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by vandalism or graffiti <p>What the Trustee Lessee is Not Responsible For</p> <p>The Trustee Lessee is not responsible for the Trustee 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 Trustee Lessee or the Trustee Lessee's Agents.</p> <p>The Trustee Lessee is not responsible for the replacement of the Trustee's Property, unless the replacement is required because of the act or negligence of the Trustee Lessee or the Trustee Lessee's Agents</p>
<p>Trustee Maintenance Obligations</p>	<p>What the Trustee 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 Trustee Lessee's responsibility pursuant to this Lease, <p>then –</p> <ul style="list-style-type: none"> • the Trustee must take all reasonable steps to reinstate the Service • the Trustee's liability is limited to the reasonable costs of reinstating the Service, and • the Trustee Lessee releases the Trustee from and agrees that the Trustee 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 Trustee Lessee carrying out any Building Work:</p> <ul style="list-style-type: none"> • on the Leased Area, • to the Trustee Supplied Buildings & Improvements, or • to the Trustee Lessee Supplied Buildings & Improvements <p>without the approval of the Trustee and provides a mechanism for obtaining that approval and regulating the carrying out of the Building Work</p> <p>See clause 7 in the Council Community Leases Standard Terms</p>

SCHEDULE

Title Reference - 49007628

	Document
Assignment, Subletting and Charging	
Can the Trustee Lessee Assign or Transfer the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document
Can the Trustee Lessee Sublet	No - See clause 8.1 of the Council Community Leases Standard Terms Document
Can the Trustee Lessee Charge or Encumber its interest in the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document
End of Lease	
Trustee Lessee Obligations	<p>At the expiry or sooner termination of the Lease, the Trustee Lessee must -</p> <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 Trustee Lessee's Property from the Leased Area, except for that property being transferred to the Trustee, • repair any damage caused by removal of the Trustee Lessee's Property • return all keys, security passes and cards held by the Trustee Lessee or its employees.
Trustee Lessee Supplied Buildings & Improvements transferred to Trustee	<p>At the expiry or sooner termination of the Lease the following Trustee Lessee Supplied Buildings & Improvements become the property of the Trustee:-</p> <ul style="list-style-type: none"> • Nil

SCHEDULE

Title Reference - 49007628

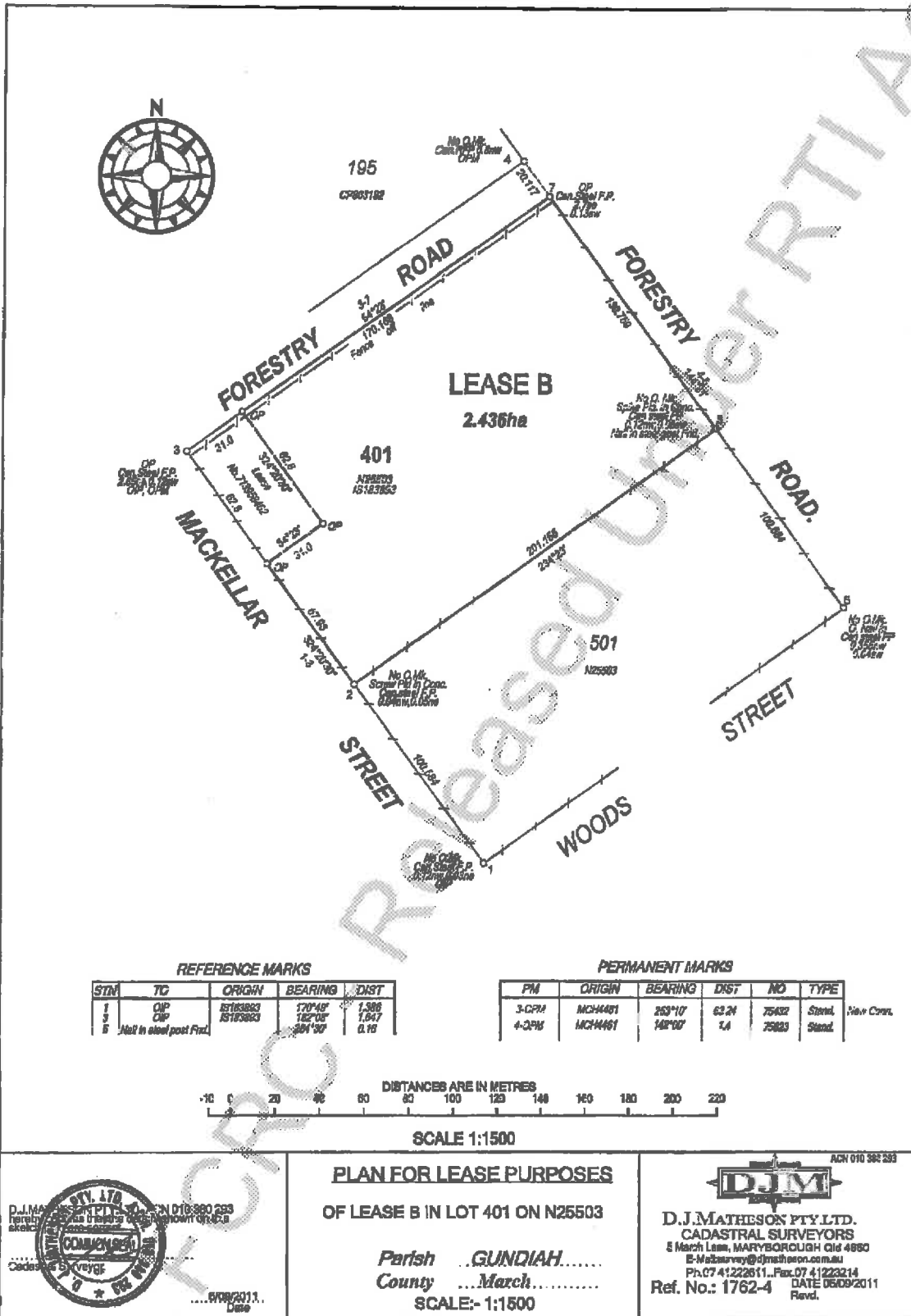
Special Conditions to this Trustee Lease

For the purpose of this Trustee Lease the following special conditions apply, subject to the Mandatory Standard Terms Document -

1. Upon obtaining the Trustee's written consent, the Trustee Lessee may grant approval for a sublease or other form of occupation of existing buildings on the Leased premises, provided that the approval does not conflict with any conditions of this Trustee Lease, so far as they are applicable to that occupation.
2. The Trustee will attend to the mowing of all grassed areas within the Leased premises in accordance with the Trustees level of service for a Rural Recreational Ground, unless the Trustee formally resolves to discontinue this service, at which time the mowing of the grassed areas within the Leased premises will become the responsibility of the Trustee Lessee.
3. The area within the Leased premises shown as **Area A** on the attached plan contains remnant vegetation and is not to be cleared or maintained by the Trustee Lessee without first having obtained the written permission of the Trustee.
4. The car park area located within the Leased premises between the Q150 Hall and the adjoining Men's Shed, shown as **Area B** on the attached plan, may remain available to the general public for overnight camping by self contained caravans and recreational vehicles only, until such time as the Trustee provides written advice that the Bauple "Rest and Stopover" area is available for overnight camping, or that the approval for overnight camping within the Leased premises has been withdrawn. Any camping which is not in self contained caravans and recreational vehicles and/or exceeds the 24 hour limit must be reported to the Trustee immediately.
5. The public amenities block located within the Leased premises, shown as **Area C** on the attached plan, must remain open to the general public at all times, unless advised otherwise in writing by the Trustee. The Trustee will undertake maintenance and cleaning of the amenities block in accordance with the Trustee's approved level of service for a rural public amenities block, as amended from time to time.
6. The hot water service within the public amenities block referred to in Special Condition 5, must be made available for the Trustee Lessee's activities, as approved within the Permitted Use of the Lease, and for other activities conducted by community organisations and/or the Bauple State School. The Trustee Lessee must ensure that the service does not remain available for use by the general public at other times, or by overnight campers.
7. The 'Oval' area located within the Leased premises, shown as **Area D** on the attached plan, must be made available for use by the Bauple State School as a first priority between the hours of 9.00am and 3.00pm on any school day or for any Bauple State School event.
8. The playground within the Leased premises, shown as **Area E** on the attached plan, will be maintained by the Trustee in accordance with the Trustee's approved level of service for a public play ground. Any hazard or incident which could lead to an injury, damage etc identified in or around the playground area must be reported immediately to the Trustee and, if warranted, the playground must be cordoned off from the public immediately, and appropriate signage put in place by the Trustee Lessee, restricting access, until the Trustee confirms in writing that it can be removed.
9. The Trustee Lessee must ensure that all chemicals, detergents and cleaning products used within buildings and facilities on the Leased premises which discharge into the septic system are recommended "septic friendly" products only.
10. The Reserve is to be made available for Public Events, in this regard organised RV and Caravan chapter visits are considered to be an event and provided they do not conflict with a primary use (school or organised recreational), should be approved subject to reasonable and relevant conditions. In consultation with the Bauple & District Ground Association Inc., Council reserves its rights to use the Reserve as a Public Place and for Temporary Entertainment Activities.

SCHEDULE

Title Reference - 49007628



29 July, 2011

Ms. D. Brischke
Bauple and District Recreation
Ground Association Inc.



Dear Sir

RE: Lease Agreement – Part of Lot 401 on N25503

As you would be aware, Council, at its Meeting held on 16 March, 2011 resolved that a ten (10) year lease be entered into between Council and your Association for the lease of land described as the Bauple Recreation Grounds Reserve R. 429, Lot 401 N25503 Parish of Gundiah, but excluding the 30m x 50m Bauple Community Shed Inc. lease area.

Accordingly, to enable this matter to progress, I have enclosed herewith a completed standard lease, for your Association's perusal.

As the subject parcel of land is a Reserve, a copy of the signed lease, including the completed Sketch Plan, will need to be forwarded to the Department of Environment and Resource Management to apply for Ministerial approval for this lease.

You will note under "5. Description of premises being leased", that the details have not as yet been completed. As your Association are leasing part of a lot, the Department of Environment and Resource Management require the completion of a Sketch Plan which clearly maps the lease area. It is your Association's responsibility to arrange for and meet the costs associated with the completion of the required Sketch Plan, in addition to lodgement fees required by the Department of Environment and Resource Management, the costs of which are detailed below. The Sketch Plan needs to be completed by a qualified Surveyor to enable it to be attached to your lease for registration with the Department of Environment and Resource Management.

To enable the completion of a Sketch Plan, I have enclosed herewith a copy of a plan depicting the area which your lease area occupies. As detailed above, your Association is responsible for arranging and meeting the costs associated with the completion of the Sketch Plan.

It would be appreciated if you would provide Council with a draft of the completed sketch plan for Council's approval. Council cannot execute any lease until it can confirm that the sketch plan identifies the correct area being leased to your Association.

.../2

FOIA REQUEST UNDER RTI ACT

2011/07/29

2 -

As detailed above, pursuant to the Land Title Act, your lease will need to be registered by the Titles Office. I will arrange for this to occur after the lease has been signed by both your Association and Council. Your Association will be responsible for meeting the costs of the lodgement fees and once the lease has been signed by both parties, your Association will be requested to provide Council with a cheque in the name of the Department of Environment and Resource Management for the required amount. The current lodgement fees are listed below.

Lease Agreement including Sketch Plan - \$167.95 (Note: DERM fees increase as at 1 August, 2011)

Council has completed the Lease Agreement, therefore providing a saving of \$450.00 to your Association, however, should your Association have any requests for alteration or amendment to the standard lease agreement, any legal fees relating to any requests for alterations will need to be met by your Association.

Your Association can obtain its own independent legal advice if you so wish, the costs of which are to be met by your Association.

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.

It would be appreciated if your Association would now peruse the enclosed lease agreement and attend to the completion of the required Sketch Plan. Once the Sketch Plan is completed and lodged with Council, three copies of the completed Lease Agreement will be forwarded to your Association for signature.

If you have any questions in relation to the above matter, please do not hesitate to contact Council's Executive Assistant, Office of CEO, Mrs. Toni Souvlis, telephone 4197 4458 who will be only too pleased to assist.

Yours faithfully

T L Souvlis
Executive Assistant – Office of CEO

Contact Officer: Mrs Toni Souvlis
Phone: 41974458
Reference: TLS DOCS#2055631

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994, the Land Act 1984 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 4858, enquiry@frasercoast.qld.gov.au, Ph.1300 794 829	Lodger Code MH010
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2. Lot on Plan Description Lot 401 CP N25503	County March	Parish Gundiah	Title Reference 49007628
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3. Lessee Given names	Surname/Company name and number Bauple & District Recreation Ground Association Inc. (Incorporation Number: 12507)	(Include tenancy if more than one)
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4. Interest being leased
Reserve

5. Description of premises being leased
Lease <> in Lot 401 on N25503 as depicted on attached plan

6. Term of lease Commencement date/event: 1 July, 2011 Expiry date: 30 June, 2021 and/or Event: Options: Nil Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration See Form 20 Schedule
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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 Mandatory Standard Terms Document No. 711932933, Standard Terms Document No. 711548308 and the attached schedule.
* delete if not applicable

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

..... signature full name qualification	Fraser Coast Regional Council Lisa Desmond, CHIEF EXECUTIVE OFFICER
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Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	Execution Date	Lessor's Signature
--	----------------	--------------------

9. Acceptance
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.
Bauple & District Recreation Ground Association Inc.

..... signature full name qualification Designation
---	-------------------------	-------------------------------

Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	Execution Date	Designation	Lessee's Signature
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SCHEDULE

Title Reference - 49007628

1. Trustee Lease

1.1 What is a Trustee Lease?

The Trustee offers the following explanation to the Trustee Lease of this Trustee Lease to assist in their understanding of the Lease Documents, however the explanation in this clause 1.1 does not form part of the Lease –

- (1) The Trust Land, of which the Leased Area forms part, is not freehold but a Reserve (called Trust Land in this document) set aside pursuant to a Deed of Grant in Trust under sections 30 to 90 of the Land Act 1994, as amended.
- (2) The Trust Land was established by the Grant under the control of the Trustee.
- (3) The Grant appoints the Trustee as the trustee of the Trust Land.
- (4) The Leased Area (called the Premises in the Land Act) is part of the Trust Land.
- (5) The provisions of the Land Act and the Grant govern the Trust Land and this Trustee Lease.
- (6) This Lease is a Trustee Lease pursuant to section 57 of the Land Act.
- (7) The Minister's consent to this Trustee Lease is required by section 57 of the Land Act.

1.2 Terminology

Terms defined in the Mandatory Standard Terms Document apply to all of the Lease Documents. For convenience the main terms are listed below.

- (1) **Act**
- (2) **Minister**
- (3) **Premises**
- (4) **Trust Land**
- (5) **Trustee**
- (6) **Trustee Lease**
- (7) **Trustee Lessee**

1.3 Lease Documents

This Trustee Lease comprises the following –

- (1) This Form 7 and Form 20 Schedule containing the Reference Schedule, called the "Lease Schedule"
- (2) Mandatory Standard Terms Document No 711932933, called the "Mandatory Standard Terms Document"
- (3) Standard Terms Document No 711548306, called the "Council Community Leases Standard Terms Document",

and together they are referred to as the "Lease Documents".

SCHEDULE

Title Reference - 49007628

1.4 How to Interpret the Lease Documents

- (1) The Mandatory Standard Terms Document applies in addition to and to the extent of any inconsistency prevails over all of the other Lease Documents,
- (2) The Lease Schedule is to be read with and vary the Council Community Leases Standard Terms Document.
- (3) The Council Community Leases Standard Terms Document was prepared to provide standard lease provisions for all leases from this Landlord/Trustee for leases of its property to community organisations of both freehold and trust land. However the terminology for freehold land differs from that for Trust Land. Therefore, for this Trustee Lease the below listed terms in the Council Community Leases Standard Terms Document are to be read as follows—
 - (a) Landlord is to be read as Trustee
 - (b) Tenant is to be read as Trustee Lessee
 - (c) Land is to be read as Trust Land
 - (d) Leased Area has the same meaning as Premises in the Mandatory Standard Terms Document

2. Reference Schedule

2.1 The Reference Schedule is intended to be read together with Council Community Leases Standard Terms Document. 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 Trustee and the Trustee Lessee by presenting the significant terms of the Lease in a table format; and
- (3) Assist the Trustee and the Trustee Lessee 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.

2.2 For the purpose of this Lease the Reference Schedule in Council Community Leases Standard Terms Document is to be completed as follows:-

Trustee	
Trustee	Fraser Coast Regional Council
Trustee Address	The Chief Executive Officer Fraser Coast Regional Council PO Box 1943 Hervey Bay Qld 4655
Trustee Lessee	
Trustee Lessee	Bauple & District Recreation Ground Association Inc.
Trustee Lessee Address	C/- M. Liddell, Pettit Road, Bauple 4650

SCHEDULE

Title Reference - 49007628

Leased Area	
Leased Area	Lease in Lot 401 on N25503 as depicted on attached plan The term "Leased Area" includes the Trustee's Property on or in the Leased Area
Street Address	Forestry Road, Bauple
Land (Real Property Description)	Lot 401 CP N25503 County March Parish Gundiah Title Reference 49007628
Buildings	Means all of the buildings, fixtures and improvements on the Land including: <ul style="list-style-type: none"> The Trustee Supplied Buildings and Improvements and The Trustee Lessee Supplied Buildings and Improvements.
Trustee Supplied Buildings and Improvements	Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee. At the commencement of this Lease the Trustee Supplied Buildings and Improvements include - <ul style="list-style-type: none"> Bauple Community Shed Q150 Social Clubhouse Old Bar Building Scout Storage Shed Scout Hall Playgroup Building
Trustee Lessee Supplied Buildings and Improvements	Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee Lessee. At the commencement of this Lease the Trustee Lessee Supplied Buildings and Improvements are - <ul style="list-style-type: none"> Nil
Trustee Property	Means all property owned by the Trustee in or on the Leased Area or the Land and includes - <ul style="list-style-type: none"> The Trustee Supplied Buildings and Improvements The Services Any fitout and fixtures provided by the Trustee
Services	Means the following services which are provided to the Leased Area:- <ul style="list-style-type: none"> electricity, telephone,
Trustee Lessee Property	Means all property in or on the Leased Area owned by or under the control of the Trustee Lessee and includes the Trustee Lessee Supplied Buildings and Improvements, excluding the Trustee Property.
Duration of Lease	

SCHEDULE

Title Reference - 49007628

Term	10 years
Commencement Date	1 July, 2011
Expiry Date	30 June, 2021
Rent	
Rent	\$1.00 per annum
Rent Payment Requirements	<p>The Rent is payable (if requested by the Trustee)</p> <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
Outgoings	
Outgoings	<p>The Trustee Lessee 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 Trustee.</p> <p>If an Outgoing is not assessed against the Leased Area only, the Trustee Lessee pays a share of the Outgoings calculated as follows:</p> <p><i>Trustee Lessee's Share = Outgoing X Area of Leased Area / Area of the land for which the Outgoing is assessed</i></p>

SCHEDULE

Title Reference - 49007828

<p>Outgoings Payment Requirements</p>	<p>The Trustee Lessee 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 Trustee within 14 days of being invoiced by the Trustee, • 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, • in the manner directed by the Trustee from time to time.
<p>Use of Leased Area</p>	
<p>Permitted Use</p>	<p>The Permitted Use of the Leased Area is for the purpose of community based activities conducted on a not for profit basis for the benefit of the community of the Fraser Coast by the Bauple & District Recreation Ground Association Inc.</p> <p>The Leased Area must not be used for –</p> <ul style="list-style-type: none"> a. the financial gain of the members of Bauple & District Recreation Ground Association Inc. b. conduct of a business c. activities contrary to the objects within the Constitution of the Bauple & District Recreation Ground Association Inc. d. activities that contravene the Local Laws of the Fraser Coast Regional Council e. activities that contravene the relevant Planning Scheme of the Fraser Coast Regional Council f. activities that conflict with the designated purpose of the Reserve, that being Recreation purposes
<p>Use of Leased Area</p>	<p>The Trustee Lessee must comply with the provisions regarding the use of the Leased Area in clause 4.1 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Conduct</p>	<p>The Trustee Lessee must not do any of the things listed in clause 4.2 of the Council Community Leases Standard Terms Document without obtaining the Trustee's prior written consent pursuant to clause 4.3 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Obligations</p>	<p>The Trustee Lessee must comply with the specific obligations in clause 4.4 of the Council Community Leases Standard Terms Document</p>

SCHEDULE

Title Reference - 49007628

Special Rules	<p>Pursuant to clause 4.4(j) of the Council Community Leases Standard Terms Document, the Trustee Lessee must comply with the following special rules:</p> <ul style="list-style-type: none"> The Trustee Lessee 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 Trustee Lessee 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" data-bbox="691 1120 1311 1422"> <thead> <tr> <th>Risk</th> <th>Amount of Cover</th> <th>Who Insures</th> </tr> </thead> <tbody> <tr> <td>Trustee Supplied Buildings & Improvements</td> <td>Full Replacement Value</td> <td>Trustee</td> </tr> <tr> <td>Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property</td> <td>Full Replacement Value</td> <td>Trustee Lessee</td> </tr> <tr> <td>Public Liability</td> <td>\$20,000,000.00</td> <td>Trustee Lessee</td> </tr> <tr> <td>Plate Glass</td> <td>Full Replacement Value</td> <td>Trustee Lessee</td> </tr> <tr> <td>Workers Compensation</td> <td>Statutory Cover</td> <td>Trustee Lessee</td> </tr> </tbody> </table>	Risk	Amount of Cover	Who Insures	Trustee Supplied Buildings & Improvements	Full Replacement Value	Trustee	Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property	Full Replacement Value	Trustee Lessee	Public Liability	\$20,000,000.00	Trustee Lessee	Plate Glass	Full Replacement Value	Trustee Lessee	Workers Compensation	Statutory Cover	Trustee Lessee
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Workers Compensation	Statutory Cover	Trustee Lessee																	
Requirements for Insurance to be arranged by Trustee Lessee	<p>For the insurance that must be arranged by the Trustee Lessee –</p> <ul style="list-style-type: none"> The insurance must be in the names of the Trustee and the Trustee Lessee (except for Workers Compensation Insurance) The insurance must be with an insurance office or company approved by the Trustee, which will not to be unreasonably withheld The Trustee Lessee must give the Trustee: <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. 																		
Costs																			
Costs payable by Trustee Lessee	The costs payable by the Trustee Lessee are -																		

SCHEDULE

Title Reference - 49007628

	<ul style="list-style-type: none"> • any stamp duty assessed on the Lease • the costs of registering the Lease, if the Trustee Lessee requires the Lease to be registered • the costs of the survey/sketch plan attached or to be attached to the Lease • the Trustee's reasonable legal costs and expenses of and incidental to the negotiation, preparation and execution of this Lease • the Trustee Lessee's own legal costs • all reasonable costs and expenses incurred (including legal costs and outlays on a full indemnity basis) by the Trustee in relation to any notice given to the Trustee Lessee 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 Trustee to enforce the Trustee Lessee's performance and obligations under this Lease
Costs Payable by Trustee	Nil
Repair and Maintenance	
Trustee Lessee Maintenance & Cleaning Obligations	<p>What the Trustee Lessee is Responsible For</p> <p>The Trustee Lessee must:</p> <ul style="list-style-type: none"> • Keep the - <ul style="list-style-type: none"> ○ Trustee Supplied Buildings and improvements, ○ Trustee Lessee Supplied Buildings and Improvements and ○ Trustee Property, <p>clean and in good repair.</p> <p>The Buildings include without limitation the exterior facade, exterior and interior windows and doors and all plate glass, glass fixtures, floor coverings and signage</p> • Keep the Trustee Lessee's Property clean and in good repair • Repair any damage to the Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by the Trustee Lessee or the Trustee Lessee's Agents • Maintain, repair and replace damaged or broken <ul style="list-style-type: none"> ○ 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

SCHEDULE

Title Reference - 49007628

	<p>working order.</p> <ul style="list-style-type: none"> • Repair and replace any damage to the Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by vandalism or graffiti <p>What the Trustee Lessee is Not Responsible For</p> <p>The Trustee Lessee is not responsible for the Trustee 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 Trustee Lessee or the Trustee Lessee's Agents.</p> <p>The Trustee Lessee is not responsible for the replacement of the Trustee's Property, unless the replacement is required because of the act or negligence of the Trustee Lessee or the Trustee Lessee's Agents.</p>
<p>Trustee Maintenance Obligations</p>	<p>What the Trustee 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 Trustee Lessee's responsibility pursuant to this Lease, <p>then -</p> <ul style="list-style-type: none"> • the Trustee must take all reasonable steps to reinstate the Service • the Trustee's liability is limited to the reasonable costs of reinstating the Service, and • the Trustee Lessee releases the Trustee from and agrees that the Trustee 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 Trustee Lessee carrying out any Building Work:</p> <ul style="list-style-type: none"> • on the Leased Area, • to the Trustee Supplied Buildings & Improvements, or • to the Trustee Lessee Supplied Buildings & Improvements <p>without the approval of the Trustee and provides a mechanism for obtaining that approval and regulating the carrying out of the Building Work</p> <p>See clause 7 in the Council Community Lessee Standard Terms</p>

SCHEDULE

Title Reference - 49007628

	Document
Assignment, Subletting and Charging	
Can the Trustee Lessee Assign or Transfer the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document.
Can the Trustee Lessee Sublet	No - See clause 8.1 of the Council Community Leases Standard Terms Document
Can the Trustee Lessee Charge or Encumber its Interest in the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document
End of Lease	
Trustee Lessee Obligations	<p>At the expiry or sooner termination of the Lease, the Trustee Lessee must -</p> <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 Trustee Lessee's Property from the Leased Area, except for that property being transferred to the Trustee, • repair any damage caused by removal of the Trustee Lessee's Property • return all keys, security passes and cards held by the Trustee Lessee or its employees.
Trustee Lessee Supplied Buildings & Improvements transferred to Trustee	<p>At the expiry or sooner termination of the Lease the following Trustee Lessee Supplied Buildings & Improvements become the property of the Trustee:-</p> <ul style="list-style-type: none"> • Nil

FCRC - Review - Proposed Amendment RTI Act

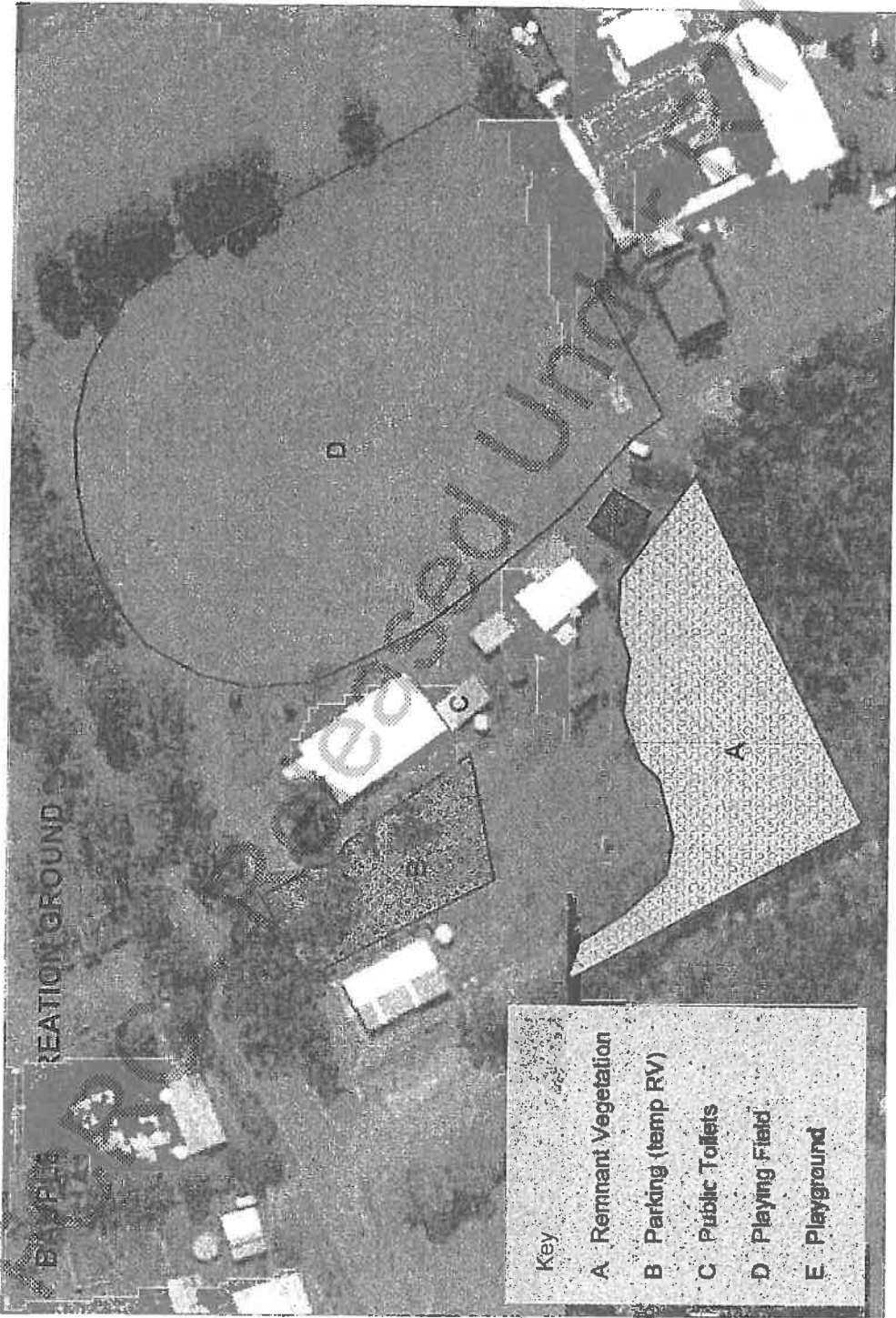
SCHEDULE

Title Reference - 49007628

Special Conditions to this Trustee Lease

For the purpose of this Trustee Lease the following special conditions apply, subject to the Mandatory Standard Terms Document -

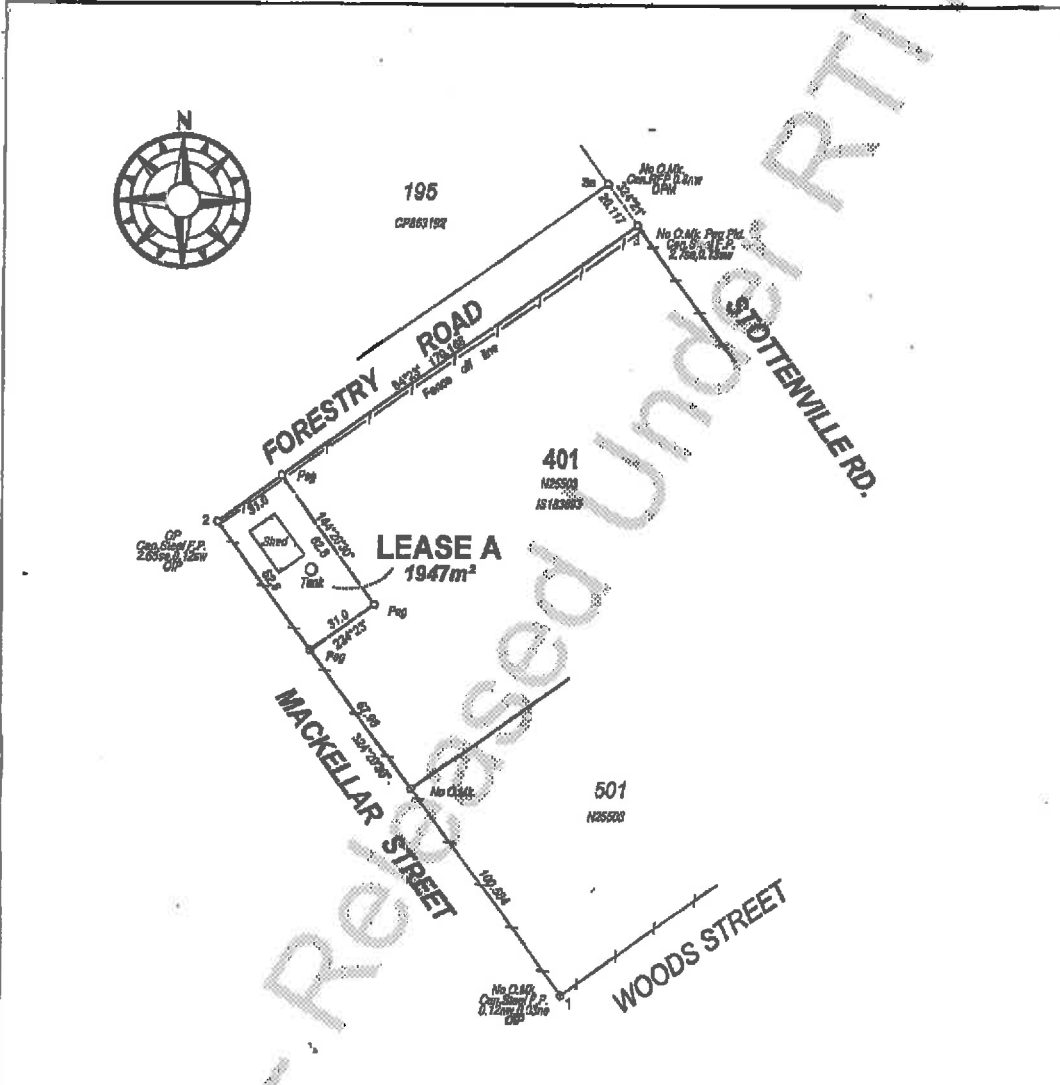
1. Upon obtaining the Trustee's written consent, the Trustee Lessee may grant approval for a sublease or other form of occupation of existing buildings on the Leased premises, provided that the approval does not conflict with any conditions of this Trustee Lease, so far as they are applicable to that occupation.
2. The Trustee will attend to the mowing of all grassed areas within the Leased premises in accordance with the Trustee's level of service for a Rural Recreational Ground, unless the Trustee formally resolves to discontinue this service, at which time the mowing of the grassed areas within the Leased premises will become the responsibility of the Trustee Lessee.
3. The area within the Leased premises shown as Area A on the attached plan contains remnant vegetation and is not to be cleared or maintained by the Trustee Lessee without first having obtained the written permission of the Trustee.
4. The car park area located within the Leased premises between the Q150 Hall and the adjoining Men's Shed, shown as Area B on the attached plan, may remain available to the general public for overnight camping by self contained caravans and recreational vehicles only, until such time as the Trustee provides written advice that the Bauple "Rest and Stopover" area is available for overnight camping, or that the approval for overnight camping within the Leased premises has been withdrawn. Any camping which is not in self contained caravans and recreational vehicles and/or exceeds the 24 hour limit must be reported to the Trustee immediately.
5. The public amenities block located within the Leased premises, shown as Area C on the attached plan, must remain open to the general public at all times, unless advised otherwise in writing by the Trustee. The Trustee will undertake maintenance and cleaning of the amenities block in accordance with the Trustee's approved level of service for a rural public amenities block, as amended from time to time.
6. The hot water service within the public amenities block referred to in Special Condition 5, must be made available for the Trustee Lessee's activities, as approved within the Permitted Use of the Lease, and for other activities conducted by community organisations and/or the Bauple State School. The Trustee Lessee must ensure that the service does not remain available for use by the general public at other times, or by overnight campers.
7. The 'Oval' area located within the Leased premises, shown as Area D on the attached plan, must be made available for use by the Bauple State School as a first priority between the hours of 9.00am and 3.00pm on any school day or for any Bauple State School event.
8. The playground within the Leased premises, shown as Area E on the attached plan, will be maintained by the Trustee in accordance with the Trustee's approved level of service for a public play ground. Any hazard or incident which could lead to an injury, damage etc identified in or around the playground area must be reported immediately to the Trustee and, if warranted, the playground must be cordoned off from the public immediately, and appropriate signage put in place by the Trustee Lessee, restricting access, until the Trustee confirms in writing that it can be removed.
9. The Trustee Lessee must ensure that all chemicals, detergents and cleaning products used within buildings and facilities on the Leased premises which discharge into the septic system are recommended "septic friendly" products only.



Approved Under Act

REACTION GROUND

- Key
- A Remnant Vegetation
 - B Parking (temp RV)
 - C Public Toilets
 - D Playing Field
 - E Playground



REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	OP	IS 182893	179°40'	1.385
2	OP	IS 182893	182°10'	1.647

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	TYPE
3a-OPM	MCH1461	142°00'	1.4	75883	Stand



SCALE 1:1500

D.J. MATHESON PTY. LTD. 10 380 283
 Parcel plan that the details shown on this
 Cadastre
 05/04/2011
 Date

PLAN FOR LEASE PURPOSES
OF LEASE A IN LOT 401 ON N25503
 Parish ..GUNDIAH.....
 County ...March.....
 SCALE:- 1:1500

ACN 010 320 288

D.J. MATHESON PTY. LTD.
CADASTRAL SURVEYORS
 5 March Lane, MARYBOROUGH Qld 4660
 E-Mail: survey@djm.com.au
 Ph: 07 41222811 Fax: 07 41222814
 Ref. No.: 1762-4 DATE 05/04/2011
 Revd.

16

12 September, 2011

The Secretary
Bauple & District Recreation Ground Association Inc.



Dear Ms. Ireland

RE: Lease Agreement – Part of Lot 401 Crown Plan N25503

I refer to the above matter and now enclose herewith Lease Agreement, in triplicate, between your Association and the Fraser Coast Regional Council over land described as part of Lot 401 Crown Plan N25503 Parish of Gundiah.

It would be appreciated if your Association would now peruse the enclosed lease agreements and sign where indicated. It would be appreciated if the three copies of the lease could be returned to Council within 30 days to enable signing by Council and registration with the Department of Environment and Resource Management.

Ministerial approval is required for your lease, and an application will be made to the Department of Environment and Resource Management seeking this approval once the lease has been signed by your Association and Council.

As detailed previously, pursuant to the Land Title Act, your lease will need to be registered by the Titles Office. I will arrange for this to occur after the lease has been signed by both your Association and Council. Registration costs totalling \$167.95 are applicable to the registration of your lease and accordingly, upon return of the signed leases, it would also be appreciated if you would **provide Council with a cheque in the name of the Department of Environment and Resource Management** for the amount of **\$167.95** to enable Council to attend to the registration of your lease.

Your Association can obtain its own independent legal advice if you so wish, the costs of which are to be met by your Association.

It would be appreciated if your Association would now peruse the enclosed lease agreements and arrange for the leases to be signed and returned to Council within 30 days from the date of this letter. **It would be appreciated if the persons name and title can be printed under the signature area and your Association's seal attached to the signing area. The signatures also need to be witnessed by a Witnessing Officer in accordance with Schedule 1 of the Land Title Act 1994 e.g. Legal Practitioner, JP, or a C Dec.**

It would also be appreciated if you would supply Council with a copy of your Association's Certificate of Incorporation which needs to be lodged with the Department of Environment and Resource Management when your Lease Agreement is lodged.

11/09/11

- 2 -

If you have any questions in relation to the above matter, please do not hesitate to contact Council's Executive Assistant, Office of CEO, Mrs. Toni Souvlis, telephone 41974458 who will be only too pleased to assist.

Yours faithfully

T L Souvlis
Executive Assistant – Office of CEO

Contact Officer: Mrs Toni Souvlis
Phone: 41974458
Reference: TLS DOCS#2020241

FCRC - Released Under RTI Act

SCHEDULE

Title Reference - 49007628

1. Trustee Lease

1.1 What is a Trustee Lease?

The Trustee offers the following explanation to the Trustee Lessee of this Trustee Lease to assist in their understanding of the Lease Documents, however the explanation in this clause 1.1 does not form part of the Lease –

- (1) The Trust Land, of which the Leased Area forms part, is not freehold but a Reserve (called Trust Land in this document) set aside pursuant to a Deed of Grant in Trust under sections 30 to 90 of the Land Act 1994, as amended.
- (2) The Trust Land was established by the Grant under the control of the Trustee.
- (3) The Grant appoints the Trustee as the trustee of the Trust Land.
- (4) The Leased Area (called the Premises in the Land Act) is part of the Trust Land.
- (5) The provisions of the Land Act and the Grant governs the Trust Land and this Trustee Lease.
- (6) This Lease is a Trustee Lease pursuant to section 57 of the Land Act.
- (7) The Minister's consent to this Trustee Lease is required by section 57 of the Land Act.

1.2 Terminology

Terms defined in the Mandatory Standard Terms Document apply to all of the Lease Documents. For convenience the main terms are listed below.

- (1) **Act**
- (2) **Minister**
- (3) **Premises**
- (4) **Trust Land**
- (5) **Trustee**
- (6) **Trustee Lease**
- (7) **Trustee Lessee**

1.3 Lease Documents

This Trustee Lease comprises the following –

- (1) This Form 7 and Form 20 Schedule containing the Reference Schedule, called the "Lease Schedule"
- (2) Mandatory Standard Terms Document No 711932933, called the "Mandatory Standard Terms Document"
- (3) Standard Terms Document No 711648308, called the "Council Community Leases Standard Terms Document",

and together they are referred to as the "Lease Documents".

SCHEDULE

Title Reference - 49007628

1.4 How to Interpret the Lease Documents

- (1) The Mandatory Standard Terms Document applies in addition to and to the extent of any inconsistency prevails over all of the other Lease Documents,
- (2) The Lease Schedule is to be read with and vary the Council Community Leases Standard Terms Document.
- (3) The Council Community Leases Standard Terms Document was prepared to provide standard lease provisions for all leases from this Landlord/Trustee for leases of its property to community organisations of both freehold and trust land. However the terminology for freehold land differs from that for Trust Land. Therefore, for this Trustee Lease the below listed terms in the Council Community Leases Standard Terms Document are to be read as follows—
 - (a) Landlord is to be read as Trustee
 - (b) Tenant is to be read as Trustee Lessee
 - (c) Land is to be read as Trust Land
 - (d) Leased Area has the same meaning as Premises in the Mandatory Standard Terms Document

2. Reference Schedule

2.1 The Reference Schedule is intended to be read together with Council Community Leases Standard Terms Document. 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 Trustee and the Trustee Lessee by presenting the significant terms of the Lease in a table format; and
- (3) Assist the Trustee and the Trustee Lessee 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.

2.2 For the purpose of this Lease the Reference Schedule in Council Community Leases Standard Terms Document is to be completed as follows:-

Trustee	
Trustee	Fraser Coast Regional Council
Trustee Address	The Chief Executive Officer Fraser Coast Regional Council PO Box 1943 Hervey Bay Qld 4655
Trustee Lessee	
Trustee Lessee	Bauple & District Recreation Ground Association Inc.
Trustee Lessee Address	C/- M. Liddell, Pettit Road, Bauple 4650

SCHEDULE

Title Reference - 49007628

Leased Area	
Leased Area	Lease B in Lot 401 on N25503 as depicted on attached plan The term "Leased Area" includes the Trustee's Property on or in the Leased Area
Street Address	Forestry Road, Bauple
Land (Real Property Description)	Lot 401 CP N25503 County March Parish Gundlah Title Reference 49007628
Buildings	Means all of the buildings, fixtures and improvements on the Land including: <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements and • The Trustee Lessee Supplied Buildings and Improvements.
Trustee Supplied Buildings and Improvements	Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee. At the commencement of this Lease the Trustee Supplied Buildings and Improvements include -- <ul style="list-style-type: none"> • Bauple Community Shed Q150 Social Clubhouse • Old Bar Building • Scout Storage Shed • Scout Hall Playgroup Building
Trustee Lessee Supplied Buildings and Improvements	Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee Lessee. At the commencement of this Lease the Trustee Lessee Supplied Buildings and Improvements are -- <ul style="list-style-type: none"> • Nil
Trustee Property	Means all property owned by the Trustee in or on the Leased Area or the Land and includes -- <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements • The Services • Any fitout and fixtures provided by the Trustee
Services	Means the following services which are provided to the Leased Area:- <ul style="list-style-type: none"> • <i>electricity,</i> • <i>telephone,</i>
Trustee Lessee Property	Means all property in or on the Leased Area owned by or under the control of the Trustee Lessee and includes the Trustee Lessee Supplied Buildings and Improvements, excluding the Trustee Property.
Duration of Lease	

SCHEDULE

Title Reference - 49007628

Term	10 years
Commencement Date	1 July, 2011
Expiry Date	30 June, 2021
Rent	
Rent	\$1.00 per annum
Rent Payment Requirements	<p>The Rent is payable (if requested by the Trustee)</p> <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
Outgoings	
Outgoings	<p>The Trustee Lessee 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 Trustee.</p> <p>If an Outgoing is not assessed against the Leased Area only, the Trustee Lessee pays a share of the Outgoings calculated as follows:</p> <p><i>Trustee Lessee's Share = Outgoing X Area of Leased Area / Area of the land for which the Outgoing is assessed</i></p>

SCHEDULE

Title Reference - 49007628

<p>Outgoings Payment Requirements</p>	<p>The Trustee Lessee 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 Trustee within 14 days of being invoiced by the Trustee, • 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, • in the manner directed by the Trustee from time to time.
<p>Use of Leased Area</p>	
<p>Permitted Use</p>	<p>The Permitted Use of the Leased Area is for the purpose of community based activities conducted on a not for profit basis for the benefit of the community of the Fraser Coast by the Bauple & District Recreation Ground Association 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 Bauple & District Recreation Ground Association Inc. b. conduct of a business c. activities contrary to the objects within the Constitution of the Bauple & District Recreation Ground Association Inc. d. activities that contravene the Local Laws of the Fraser Coast Regional Council e. activities that contravene the relevant Planning Scheme of the Fraser Coast Regional Council f. activities that conflict with the designated purpose of the Reserve, that being Recreation purposes
<p>Use of Leased Area</p>	<p>The Trustee Lessee must comply with the provisions regarding the use of the Leased Area in clause 4.1 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Conduct</p>	<p>The Trustee Lessee must not do any of the things listed in clause 4.2 of the Council Community Leases Standard Terms Document without obtaining the Trustee's prior written consent pursuant to clause 4.3 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Obligations</p>	<p>The Trustee Lessee must comply with the specific obligations in clause 4.4 of the Council Community Leases Standard Terms Document</p>

SCHEDULE

Title Reference - 49007628

Special Rules	<p>Pursuant to clause 4.4(j) of the Council Community Leases Standard Terms Document, the Trustee Lessee must comply with the following special rules:</p> <ul style="list-style-type: none"> The Trustee Lessee 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 Trustee Lessee 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. 																		
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Requirements for Insurance to be arranged by Trustee Lessee	<p>For the insurance that must be arranged by the Trustee Lessee –</p> <ul style="list-style-type: none"> The insurance must be in the names of the Trustee and the Trustee Lessee (except for Workers Compensation Insurance) The insurance must be with an insurance office or company approved by the Trustee, which will not to be unreasonably withheld The Trustee Lessee must give the Trustee: <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. 																		
Costs																			
Costs payable by Trustee Lessee	The costs payable by the Trustee Lessee are -																		

SCHEDULE

Title Reference - 49007628

	<ul style="list-style-type: none"> • any stamp duty assessed on the Lease • the costs of registering the Lease, if the Trustee Lessee requires the Lease to be registered • the costs of the survey/sketch plan attached or to be attached to the Lease • the Trustee's reasonable legal costs and expenses of and incidental to the negotiation, preparation and execution of this Lease • the Trustee Lessee's own legal costs • all reasonable costs and expenses incurred (including legal costs and outlays on a full indemnity basis) by the Trustee in relation to any notice given to the Trustee Lessee in accordance with this Lease, any determination or attempted determination of this Lease, the surrender of this Lease, the granting of any consents, proceedings lawfully brought by the Trustee to enforce the Trustee Lessee's performance and obligations under this Lease
<p>Costs Payable by Trustee</p>	<p>Nil</p>
<p>Repair and Maintenance</p>	
<p>Trustee Lessee Maintenance & Cleaning Obligations</p>	<p>What the Trustee Lessee is Responsible For</p> <p>The Trustee Lessee must:</p> <ul style="list-style-type: none"> • Keep the - <ul style="list-style-type: none"> ○ Trustee Supplied Buildings and Improvements, ○ Trustee Lessee Supplied Buildings and Improvements and ○ Trustee Property, <p>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> • Keep the Trustee Lessee's Property clean and in good repair • Repair any damage to the Trustee Supplied Buildings and improvements, Trustee Lessee Supplied Buildings and improvements and the Trustee's Property caused by the Trustee Lessee or the Trustee Lessee's Agents • Maintain, repair and replace damaged or broken <ul style="list-style-type: none"> ○ 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

SCHEDULE

Title Reference - 49007628

	<p>working order.</p> <ul style="list-style-type: none"> Repair and replace any damage to the Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by vandalism or graffiti <p>What the Trustee Lessee is Not Responsible For</p> <p>The Trustee Lessee is not responsible for the Trustee 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 Trustee Lessee or the Trustee Lessee's Agents.</p> <p>The Trustee Lessee is not responsible for the replacement of the Trustee's Property, unless the replacement is required because of the act or negligence of the Trustee Lessee or the Trustee Lessee's Agents</p>
<p>Trustee Maintenance Obligations</p>	<p>What the Trustee is Responsible For</p> <ul style="list-style-type: none"> a Service to the Leased Area is interrupted or not working properly, and It is not the Trustee Lessee's responsibility pursuant to this Lease, <p>then -</p> <ul style="list-style-type: none"> the Trustee must take all reasonable steps to reinstate the Service the Trustee's liability is limited to the reasonable costs of reinstating the Service, and the Trustee Lessee releases the Trustee from and agrees that the Trustee 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 Trustee Lessee carrying out any Building Work:</p> <ul style="list-style-type: none"> on the Leased Area, to the Trustee Supplied Buildings & Improvements, or to the Trustee Lessee Supplied Buildings & Improvements <p>without the approval of the Trustee and provides a mechanism for obtaining that approval and regulating the carrying out of the Building Work</p> <p>See clause 7 in the Council Community Leases Standard Terms</p>

SCHEDULE

Title Reference - 4900762B

	Document
Assignment, Subletting and Charging	
Can the Trustee Lessee Assign or Transfer the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document.
Can the Trustee Lessee Sublet	No - See clause 8.1 of the Council Community Leases Standard Terms Document
Can the Trustee Lessee Charge or Encumber its Interest in the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document
End of Lease	
Trustee Lessee Obligations	<p>At the expiry or sooner termination of the Lease, the Trustee Lessee must -</p> <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 Trustee Lessee's Property from the Leased Area, except for that property being transferred to the Trustee, • repair any damage caused by removal of the Trustee Lessee's Property • return all keys, security passes and cards held by the Trustee Lessee or its employees.
Trustee Lessee Supplied Buildings & Improvements transferred to Trustee	<p>At the expiry or sooner termination of the Lease the following Trustee Lessee Supplied Buildings & Improvements become the property of the Trustee:-</p> <ul style="list-style-type: none"> • Nil

FCRC - Released Under RTI Act

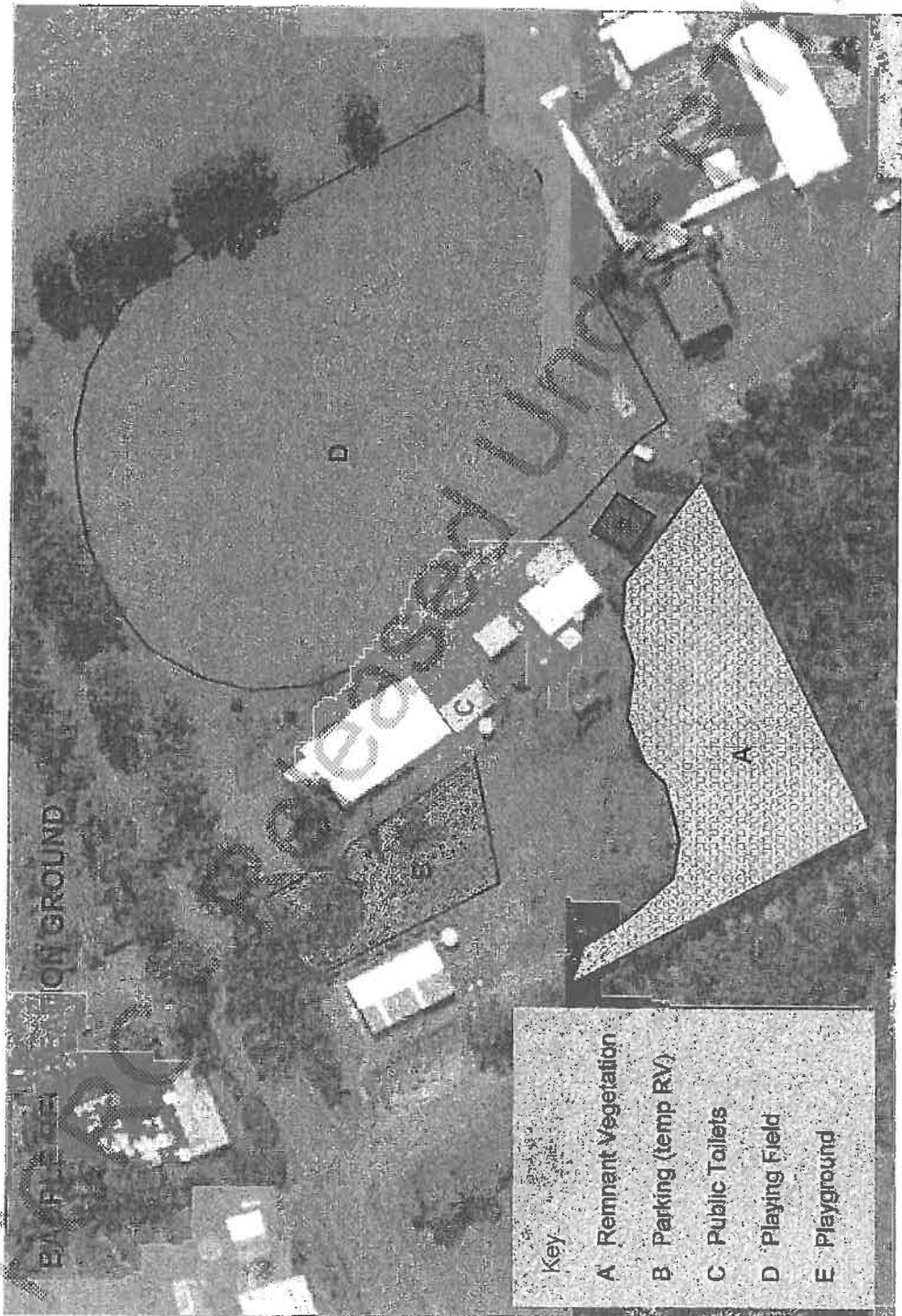
SCHEDULE

Title Reference - 49007828

Special Conditions to this Trustee Lease

For the purpose of this Trustee Lease the following special conditions apply, subject to the Mandatory Standard Terms Document -

1. Upon obtaining the Trustee's written consent, the Trustee Lessee may grant approval for a sublease or other form of occupation of existing buildings on the Leased premises, provided that the approval does not conflict with any conditions of this Trustee Lease, so far as they are applicable to that occupation.
2. The Trustee will attend to the mowing of all grassed areas within the Leased premises in accordance with the Trustee's level of service for a Rural Recreational Ground, unless the Trustee formally resolves to discontinue this service, at which time the mowing of the grassed areas within the Leased premises will become the responsibility of the Trustee Lessee.
3. The area within the Leased premises shown as Area A on the attached plan contains remnant vegetation and is not to be cleared or maintained by the Trustee Lessee without first having obtained the written permission of the Trustee.
4. The car park area located within the Leased premises between the G160 Hall and the adjoining Men's Shed, shown as Area B on the attached plan, may remain available to the general public for overnight camping by self contained caravans and recreational vehicles only, until such time as the Trustee provides written advice that the Bauple "Rest and Stopover" area is available for overnight camping, or that the approval for overnight camping within the Leased premises has been withdrawn. Any camping which is not in self contained caravans and recreational vehicles and/or exceeds the 24 hour limit must be reported to the Trustee immediately.
5. The public amenities block located within the Leased premises, shown as Area C on the attached plan, must remain open to the general public at all times, unless advised otherwise in writing by the Trustee. The Trustee will undertake maintenance and cleaning of the amenities block in accordance with the Trustee's approved level of service for a rural public amenities block, as amended from time to time.
6. The hot water service within the public amenities block referred to in Special Condition 5, must be made available for the Trustee Lessee's activities, as approved within the Permitted Use of the Lease, and for other activities conducted by community organisations and/or the Bauple State School. The Trustee Lessee must ensure that the service does not remain available for use by the general public at other times, or by overnight campers.
7. The 'Oval' area located within the Leased premises, shown as Area D on the attached plan, must be made available for use by the Bauple State School as a first priority between the hours of 9.00am and 3.00pm on any school day or for any Bauple State School event.
8. The playground within the Leased premises, shown as Area E on the attached plan, will be maintained by the Trustee in accordance with the Trustee's approved level of service for a public play ground. Any hazard or incident which could lead to an injury, damage etc identified in or around the playground area must be reported immediately to the Trustee and, if warranted, the playground must be cordoned off from the public immediately, and appropriate signage put in place by the Trustee Lessee, restricting access, until the Trustee confirms in writing that it can be removed.
9. The Trustee Lessee must ensure that all chemicals, detergents and cleaning products used within buildings and facilities on the Leased premises which discharge into the septic system are recommended "septic friendly" products only.

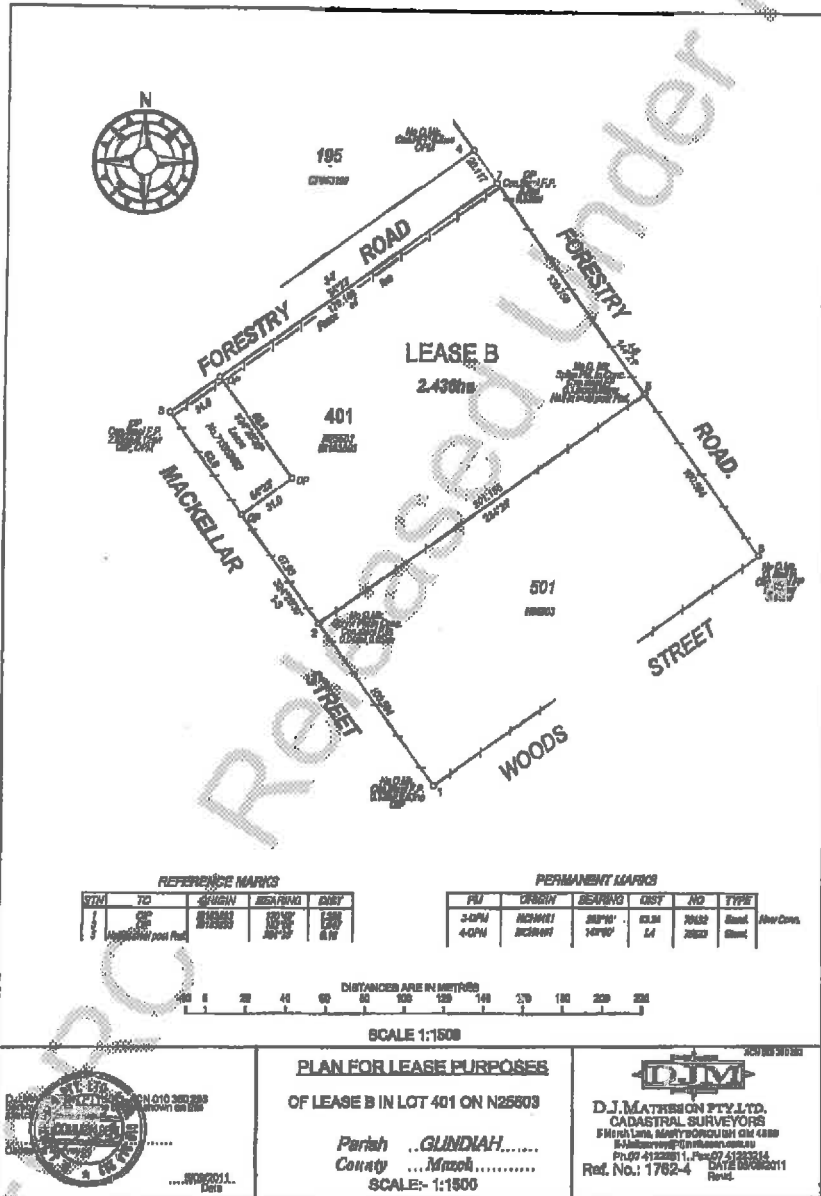


- Key
- A Remnant Vegetation
 - B Parking (temp RV)
 - C Public Toilets
 - D Playing Field
 - E Playground

Act

SCHEDULE

Title Reference - 49007628



17

Lease to be amended with additional clause to be added by CEO - TS 17.10.11

Lease Amended and resent to Group for approval - TS 4.11.11

Bauple & District Recreation Ground Association Inc.



All correspondence to R. Ireland,



3rd October 2011,

Toni Souvlis,
Fraser Coast Regional Council,
Hervey Bay

FRASER COAST REGIONAL COUNCIL	
To: Toni Souvlis	<input type="checkbox"/> Make Record
File: F00979a	<input type="checkbox"/> Legal
Retention:	<input type="checkbox"/> Restricted
- 5 OCT 2011	
Plan - Lot: 401/CPN75503	
Comments: originals to Toni including cheque	
Officer: S.	

Dear Toni,

RE: LEASE AGREEMENT

Attached please find the 3 copies of lease, signed and witnessed as per your letter. Also attached is cheque for \$167.95 payable to Department of Environment and Resource Management as requested.

Sorry this has taken so long to return, but hope all will go smoothly from here.

Regards,

D. Brischke
D. Brischke
President

FCRC - Released

2015792

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.

<p>1. Lessor Fraser Coast Regional Council</p>	<p>Lodger (Name, address, E-mail & phone number) Fraser Coast Regional Council, PO Box 1943 HERVEY BAY QLD 4855 enquiry@frasercoast.qld.gov.au Ph.1300 794 929</p>	<p>Lodger Code MH010</p>
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2. Lot on Plan Description Lot 401 CP N25503	County March	Parish Gundiah	Title Reference 49007628
--	------------------------	--------------------------	------------------------------------

3. Lessee Given names	Surname/Company name and number Bauple & District Recreation Ground Association Inc. (Incorporation Number: 12507)	(include tenancy if more than one)
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4. **Interest being leased**
Reserve

5. **Description of premises being leased**
Lease B in Lot 401 on N25503 as depicted on attached plan

<p>6. Term of lease Commencement date/event: 1 July, 2011 Expiry date: 30 June, 2021 and/or Event: *Options: Nil #insert nil if no option or insert option period (eg 3 years or 2 x 3 years)</p>	<p>7. Rental/Consideration See Form 20 Schedule</p>
--	--

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:- Mandatory Standard Terms Document No. 711932933, Standard Terms Document No. 711548306 and the attached schedule.

* delete if not applicable

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

.....signature

Fraser Coast Regional Council

.....full name

.....
Lisa Desmond, CHIEF EXECUTIVE OFFICER

.....qualification

Witnessing Officer

..... / /
Execution Date

Lessor's Signature

(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.

Bauple & District Recreation Ground Association Inc.

.....signature

.....full name

.....
PRESIDENT
.....
Designation

Justice of the Peace / C. Dec. qualification

3 1 10 1 1
Execution Date

.....
.....
Designation **Lessee's Signature**

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

SCHEDULE

Title Reference - 49007628

1. Trustee Lease**1.1 What is a Trustee Lease?**

The Trustee offers the following explanation to the Trustee Lessee of this Trustee Lease to assist in their understanding of the Lease Documents, however the explanation in this clause 1.1 does not form part of the Lease –

- (1) The Trust Land, of which the Leased Area forms part, is not freehold but a Reserve (called Trust Land in this document) set aside pursuant to a Deed of Grant in Trust under sections 30 to 90 of the Land Act 1994, as amended.
- (2) The Trust Land was established by the Grant under the control of the Trustee.
- (3) The Grant appoints the Trustee as the trustee of the Trust Land.
- (4) The Leased Area (called the Premises in the Land Act) is part of the Trust Land.
- (5) The provisions of the Land Act and the Grant governs the Trust Land and this Trustee Lease.
- (6) This Lease is a Trustee Lease pursuant to section 57 of the Land Act.
- (7) The Minister's consent to this Trustee Lease is required by section 57 of the Land Act.

1.2 Terminology

Terms defined in the Mandatory Standard Terms Document apply to all of the Lease Documents. For convenience the main terms are listed below.

- (1) **Act**
- (2) **Minister**
- (3) **Premises**
- (4) **Trust Land**
- (5) **Trustee**
- (6) **Trustee Lease**
- (7) **Trustee Lessee**

1.3 Lease Documents

This Trustee Lease comprises the following –

- (1) This Form 7 and Form 20 Schedule containing the Reference Schedule, called the "Lease Schedule"
- (2) Mandatory Standard Terms Document No 711932933, called the "Mandatory Standard Terms Document"
- (3) Standard Terms Document No 711548306, called the "Council Community Leases Standard Terms Document",

and together they are referred to as the "Lease Documents".

SCHEDULE

Title Reference - 49007628

1.4 How to Interpret the Lease Documents

- (1) The Mandatory Standard Terms Document applies in addition to and to the extent of any inconsistency prevails over all of the other Lease Documents,
- (2) The Lease Schedule is to be read with and vary the Council Community Leases Standard Terms Document.
- (3) The Council Community Leases Standard Terms Document was prepared to provide standard lease provisions for all leases from this Landlord/Trustee for leases of its property to community organisations of both freehold and trust land. However the terminology for freehold land differs from that for Trust Land. Therefore, for this Trustee Lease the below listed terms in the Council Community Leases Standard Terms Document are to be read as follows—
 - (a) **Landlord** is to be read as **Trustee**
 - (b) **Tenant** is to be read as **Trustee Lessee**
 - (c) **Land** is to be read as **Trust Land**
 - (d) **Leased Area** has the same meaning as **Premises** in the Mandatory Standard Terms Document

2. Reference Schedule

2.1 The Reference Schedule is intended to be read together with Council Community Leases Standard Terms Document. 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 Trustee and the Trustee Lessee by presenting the significant terms of the Lease in a table format; and
- (3) Assist the Trustee and the Trustee Lessee 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.

2.2 For the purpose of this Lease the Reference Schedule in Council Community Leases Standard Terms Document is to be completed as follows:

Trustee	
Trustee	Fraser Coast Regional Council
Trustee Address	The Chief Executive Officer Fraser Coast Regional Council PO Box 1943 Hervey Bay Qld 4655
Trustee Lessee	
Trustee Lessee	Bauple & District Recreation Ground Association Inc.
Trustee Lessee Address	C/- M. Liddell, Pettit Road, Bauple 4650

SCHEDULE

Title Reference - 49007628

Leased Area	
Leased Area	<p>Lease B in Lot 401 on N25503 as depicted on attached plan Lease Area:- 2.436 ha</p> <p>The term "Leased Area" includes the Trustee's Property on or in the Leased Area</p>
Street Address	Forestry Road, Bauple
Land (Real Property Description)	<p>Lot 401 CP N25503 County March Parish Gundiah Title Reference 49007628</p>
Buildings	<p>Means all of the buildings, fixtures and improvements on the Land including:</p> <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements and • The Trustee Lessee Supplied Buildings and Improvements.
Trustee Supplied Buildings and Improvements	<p>Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee.</p> <p>At the commencement of this Lease the Trustee Supplied Buildings and Improvements include –</p> <ul style="list-style-type: none"> • Bauple Community Shed Q150 Social Clubhouse • Old Bar Building • Scout Storage Shed • Scout Hall Playgroup Building
Trustee Lessee Supplied Buildings and Improvements	<p>Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee Lessee. At the commencement of this Lease the Trustee Lessee Supplied Buildings and Improvements are –</p> <ul style="list-style-type: none"> • Nil
Trustee Property	<p>Means all property owned by the Trustee in or on the Leased Area or the Land and includes –</p> <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements • The Services • Any fitout and fixtures provided by the Trustee
Services	<p>Means the following services which are provided to the Leased Area:-</p> <ul style="list-style-type: none"> • electricity, • telephone,
Trustee Lessee Property	<p>Means all property in or on the Leased Area owned by or under the control of the Trustee Lessee and includes the Trustee Lessee Supplied Buildings and Improvements, excluding the Trustee Property.</p>
Duration of Lease	

SCHEDULE

Title Reference - 49007628

Term	10 years
Commencement Date	1 July, 2011
Expiry Date	30 June, 2021
Rent	
Rent	\$1.00 per annum
Rent Payment Requirements	<p>The Rent is payable (if requested by the Trustee)</p> <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
Outgoings	
Outgoings	<p>The Trustee Lessee 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 Trustee.</p> <p>If an Outgoing is not assessed against the Leased Area only, the Trustee Lessee pays a share of the Outgoings calculated as follows:</p> <p><i>Trustee Lessee's Share = Outgoing X Area of Leased Area / Area of the land for which the Outgoing is assessed</i></p>

SCHEDULE

Title Reference - 49007628

<p>Outgoings Payment Requirements</p>	<p>The Trustee Lessee 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 Trustee within 14 days of being invoiced by the Trustee, • 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, • in the manner directed by the Trustee from time to time.
<p>Use of Leased Area</p>	
<p>Permitted Use</p>	<p>The Permitted Use of the Leased Area is for the purpose of community based activities conducted on a not for profit basis for the benefit of the community of the Fraser Coast by the Bauple & District Recreation Ground Association 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 Bauple & District Recreation Ground Association Inc. b. conduct of a business c. activities contrary to the objects within the Constitution of the Bauple & District Recreation Ground Association Inc. d. activities that contravene the Local Laws of the Fraser Coast Regional Council e. activities that contravene the relevant Planning Scheme of the Fraser Coast Regional Council f. activities that conflict with the designated purpose of the Reserve, that being Recreation purposes
<p>Use of Leased Area</p>	<p>The Trustee Lessee must comply with the provisions regarding the use of the Leased Area in clause 4.1 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Conduct</p>	<p>The Trustee Lessee must not do any of the things listed in clause 4.2 of the Council Community Leases Standard Terms Document without obtaining the Trustee's prior written consent pursuant to clause 4.3 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Obligations</p>	<p>The Trustee Lessee must comply with the specific obligations in clause 4.4 of the Council Community Leases Standard Terms Document</p>

SCHEDULE

Title Reference - 49007628

<p>Special Rules</p>	<p>Pursuant to clause 4.4(j) of the Council Community Leases Standard Terms Document, the Trustee Lessee must comply with the following special rules:</p> <ul style="list-style-type: none"> • The Trustee Lessee 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 Trustee Lessee 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. 																		
<p>Insurance</p>																			
<p>Lease Insurance Requirements</p>	<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" data-bbox="630 936 1437 1355"> <thead> <tr> <th>Risk</th> <th>Amount of Cover</th> <th>Who Insures</th> </tr> </thead> <tbody> <tr> <td>Trustee Supplied Buildings & Improvements</td> <td>Full Replacement Value</td> <td>Trustee</td> </tr> <tr> <td>Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property</td> <td>Full Replacement Value</td> <td>Trustee Lessee</td> </tr> <tr> <td>Public Liability</td> <td>\$20,000,000.00</td> <td>Trustee Lessee</td> </tr> <tr> <td>Plate Glass</td> <td>Full Replacement Value</td> <td>Trustee Lessee</td> </tr> <tr> <td>Workers Compensation</td> <td>Statutory Cover</td> <td>Trustee Lessee</td> </tr> </tbody> </table>	Risk	Amount of Cover	Who Insures	Trustee Supplied Buildings & Improvements	Full Replacement Value	Trustee	Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property	Full Replacement Value	Trustee Lessee	Public Liability	\$20,000,000.00	Trustee Lessee	Plate Glass	Full Replacement Value	Trustee Lessee	Workers Compensation	Statutory Cover	Trustee Lessee
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<p>Requirements for Insurance to be arranged by Trustee Lessee</p>	<p>For the insurance that must be arranged by the Trustee Lessee -</p> <ul style="list-style-type: none"> • The insurance must be in the names of the Trustee and the Trustee Lessee (except for Workers Compensation Insurance) • The insurance must be with an insurance office or company approved by the Trustee, which will not to be unreasonably withheld • The Trustee Lessee must give the Trustee: <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 Trustee Lessee</p>	<p>The costs payable by the Trustee Lessee are -</p>																		

SCHEDULE

Title Reference - 49007628

	<ul style="list-style-type: none"> • any stamp duty assessed on the Lease • the costs of registering the Lease, if the Trustee Lessee requires the Lease to be registered • the costs of the survey/sketch plan attached or to be attached to the Lease • the Trustee's reasonable legal costs and expenses of and incidental to the negotiation, preparation and execution of this Lease • the Trustee Lessee's own legal costs • all reasonable costs and expenses incurred (including legal costs and outlays on a full indemnity basis) by the Trustee in relation to any notice given to the Trustee Lessee 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 Trustee to enforce the Trustee Lessee's performance and obligations under this Lease
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<p>Costs Payable by Trustee</p>	<p>Nil</p>
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Repair and Maintenance

<p>Trustee Lessee Maintenance & Cleaning Obligations</p>	<p>What the Trustee Lessee is Responsible For</p> <p>The Trustee Lessee must:</p> <ul style="list-style-type: none"> • Keep the - <ul style="list-style-type: none"> ○ Trustee Supplied Buildings and Improvements, ○ Trustee Lessee Supplied Buildings and Improvements and ○ Trustee Property, <p>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> • Keep the Trustee Lessee's Property clean and in good repair • Repair any damage to the Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by the Trustee Lessee or the Trustee Lessee's Agents • Maintain, repair and replace damaged or broken <ul style="list-style-type: none"> ○ 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
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SCHEDULE

Title Reference - 49007628

	<p>working order.</p> <ul style="list-style-type: none"> • Repair and replace any damage to the Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by vandalism or graffiti <p>What the Trustee Lessee is Not Responsible For</p> <p>The Trustee Lessee is not responsible for the Trustee 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 Trustee Lessee or the Trustee Lessee's Agents.</p> <p>The Trustee Lessee is not responsible for the replacement of the Trustee's Property, unless the replacement is required because of the act or negligence of the Trustee Lessee or the Trustee Lessee's Agents</p>
<p>Trustee Maintenance Obligations</p>	<p>What the Trustee 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 Trustee Lessee's responsibility pursuant to this Lease, <p>then –</p> <ul style="list-style-type: none"> • the Trustee must take all reasonable steps to reinstate the Service • the Trustee's liability is limited to the reasonable costs of reinstating the Service, and • the Trustee Lessee releases the Trustee from and agrees that the Trustee 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 Trustee Lessee carrying out any Building Work:</p> <ul style="list-style-type: none"> • on the Leased Area, • to the Trustee Supplied Buildings & Improvements, or • to the Trustee Lessee Supplied Buildings & Improvements <p>without the approval of the Trustee and provides a mechanism for obtaining that approval and regulating the carrying out of the Building Work</p> <p>See clause 7 in the Council Community Leases Standard Terms</p>

SCHEDULE

Title Reference - 49007628

	Document
Assignment, Subletting and Charging	
Can the Trustee Lessee Assign or Transfer the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document.
Can the Trustee Lessee Sublet	No - See clause 8.1 of the Council Community Leases Standard Terms Document
Can the Trustee Lessee Charge or Encumber its interest in the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document
End of Lease	
Trustee Lessee Obligations	<p>At the expiry or sooner termination of the Lease, the Trustee Lessee must -</p> <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 Trustee Lessee's Property from the Leased Area, except for that property being transferred to the Trustee, • repair any damage caused by removal of the Trustee Lessee's Property • return all keys, security passes and cards held by the Trustee Lessee or its employees.
Trustee Lessee Supplied Buildings & Improvements transferred to Trustee	<p>At the expiry or sooner termination of the Lease the following Trustee Lessee Supplied Buildings & Improvements become the property of the Trustee:-</p> <ul style="list-style-type: none"> • Nil

FCRC - Research Under Title Act

SCHEDULE

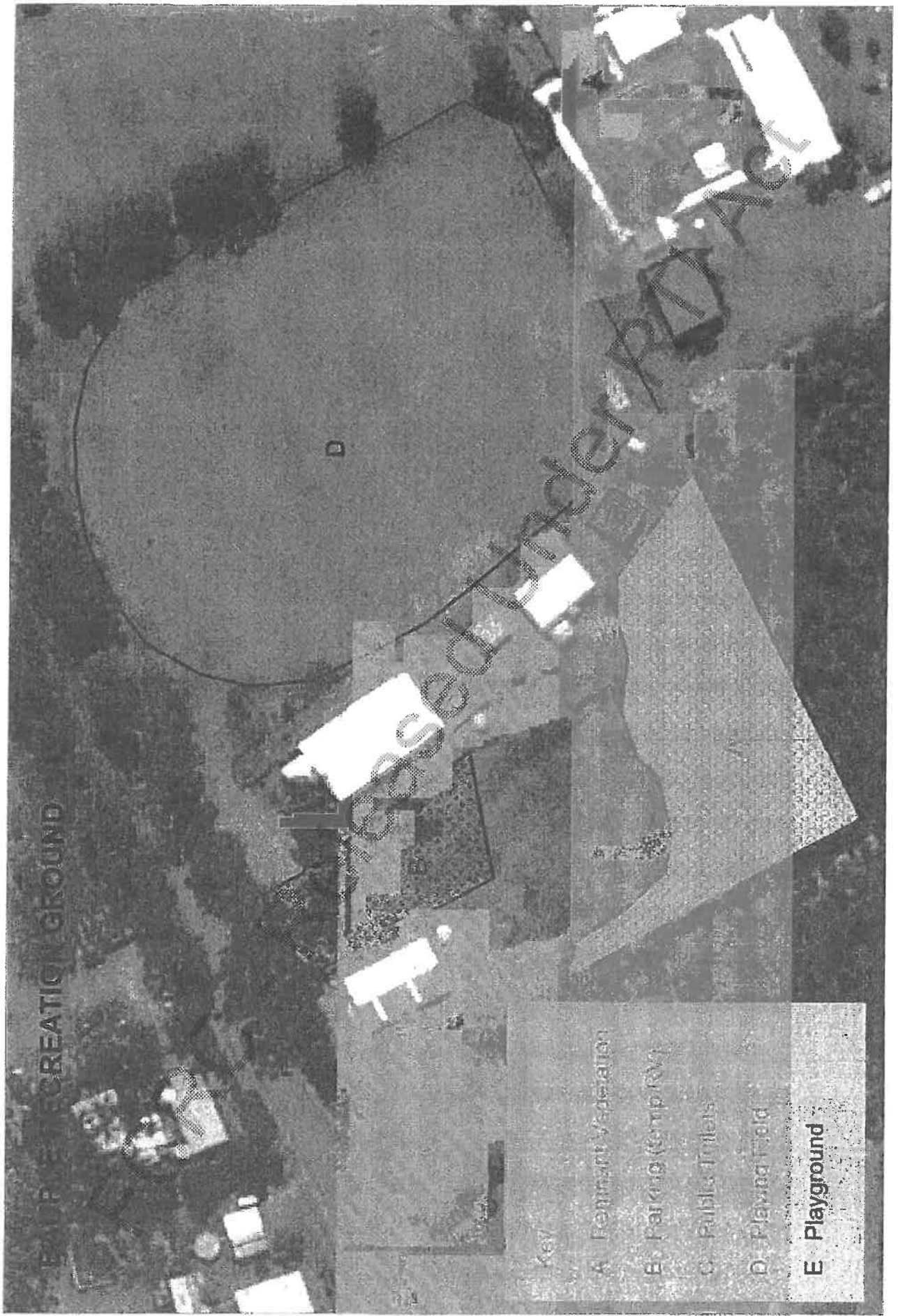
Title Reference - 49007628

Special Conditions to this Trustee Lease

For the purpose of this Trustee Lease the following special conditions apply, subject to the Mandatory Standard Terms Document -

1. Upon obtaining the Trustee's written consent, the Trustee Lessee may grant approval for a sublease or other form of occupation of existing buildings on the Leased premises, provided that the approval does not conflict with any conditions of this Trustee Lease, so far as they are applicable to that occupation.
2. The Trustee will attend to the mowing of all grassed areas within the Leased premises in accordance with the Trustee's level of service for a Rural Recreational Ground, unless the Trustee formally resolves to discontinue this service, at which time the mowing of the grassed areas within the Leased premises will become the responsibility of the Trustee Lessee.
3. The area within the Leased premises shown as **Area A** on the attached plan contains remnant vegetation and is not to be cleared or maintained by the Trustee Lessee without first having obtained the written permission of the Trustee.
4. The car park area located within the Leased premises between the Q150 Hall and the adjoining Men's Shed, shown as **Area B** on the attached plan, may remain available to the general public for overnight camping by self contained caravans and recreational vehicles only, until such time as the Trustee provides written advice that the Bauple "Rest and Stopover" area is available for overnight camping, or that the approval for overnight camping within the Leased premises has been withdrawn. Any camping which is not in self contained caravans and recreational vehicles and/or exceeds the 24 hour limit must be reported to the Trustee immediately.
5. The public amenities block located within the Leased premises, shown as **Area C** on the attached plan, must remain open to the general public at all times, unless advised otherwise in writing by the Trustee. The Trustee will undertake maintenance and cleaning of the amenities block in accordance with the Trustee's approved level of service for a rural public amenities block, as amended from time to time.
6. The hot water service within the public amenities block referred to in Special Condition 5, must be made available for the Trustee Lessee's activities, as approved within the Permitted Use of the Lease, and for other activities conducted by community organisations and/or the Bauple State School. The Trustee Lessee must ensure that the service does not remain available for use by the general public at other times, or by overnight campers.
7. The 'Oval' area located within the Leased premises, shown as **Area D** on the attached plan, must be made available for use by the Bauple State School as a first priority between the hours of 9.00am and 3.00pm on any school day or for any Bauple State School event.
8. The playground within the Leased premises, shown as **Area E** on the attached plan, will be maintained by the Trustee in accordance with the Trustee's approved level of service for a public play ground. Any hazard or incident which could lead to an injury, damage etc identified in or around the playground area must be reported immediately to the Trustee and, if warranted, the playground must be cordoned off from the public immediately, and appropriate signage put in place by the Trustee Lessee, restricting access, until the Trustee confirms in writing that it can be removed.
9. The Trustee Lessee must ensure that all chemicals, detergents and cleaning products used within buildings and facilities on the Leased premises which discharge into the septic system are recommended "septic friendly" products only.

PLAY CREATION GROUND

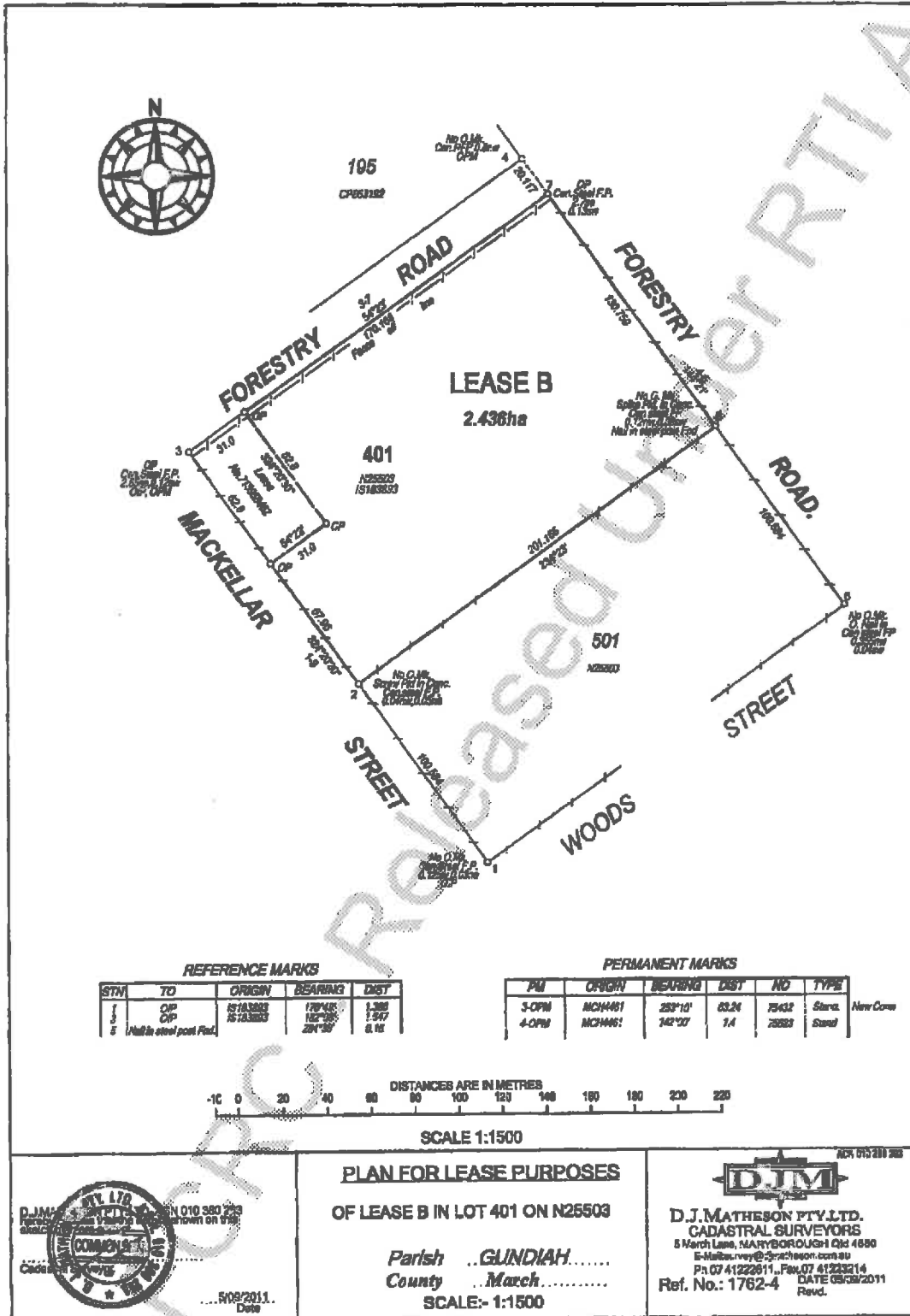


Key

- A Permanent Vegetation
- B Parking (temp Riv)
- C Public Trillets
- D PlaywadField
- E Playground

SCHEDULE

Title Reference - 49007628



18

Kamala Dunn

From: Toni Souvlis
Sent: Wednesday, 12 October 2011 5:41 PM
To: Debbie Brischke
Subject: RE: Spillover Area - RVs on Way to and from Maryborough RV Meeting

Debbie,

Lisa has advised that any requests for use of the Bauple site from Yolande and Marc Bromet by RV Chapters will be directed to Lisa Desmond and then liaison will occur with your Group in relation to the requested use.

Your Group can then proceed with the negotiations with the RV Chapter directly and proceed with the granting of permission to use the site.

Thanks.

Toni Souvlis

Executive Assistant
Office of CEO
Fraser Coast Regional Council
Telephone (07) 4197 4458
Fax: (07) 4197 4455
Web site: <http://www.frasercoast.qld.gov.au>

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From: Debbie Brischke [REDACTED]
Sent: Wednesday, 12 October 2011 5:12 PM
To: Toni Souvlis
Subject: Re: Spillover Area - RVs on Way to and from Maryborough RV Meeting

Toni,

We will attend to that tomorrow.

I would hope that all future requests about anything concerning the Bauple Recreation Grounds would be directed to us and not handled via Council staff. Otherwise why have we wasted our time on a lease?

I wonder how many other 'special circumstances' there will be in the future?

Regards

Debbie

On Wed, Oct 12, 2011 at 5:05 PM, Toni Souvlis <Toni.Souvlis@frasercoast.qld.gov.au> wrote:
Debbie,

As discussed, it would be appreciated if you would barricade off an additional area on the Bauple Oval to cater for any additional RV's that may arrive at the Bauple site on their way to the Maryborough RV meeting and also on their return up until 23 October, 2011.

It is acknowledged that as indicated by you that if you had been aware of the RV meeting in Maryborough that you would have already catered for spillovers and this is certainly appreciated by Council. It is also acknowledged that this is a special circumstance in that a large number of RV's will be travelling through to the Maryborough meeting.

Thanks.

Toni Souvlis

Executive Assistant

Office of CEO

Fraser Coast Regional Council

Telephone (07) 4197 4458

Fax: (07) 4197 4455

Web site: <http://www.frasercoast.qld.gov.au>

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--

Debbie Brischke



FCRC - Released Under RTI Act

4 November, 2011

The Secretary
Bauple & District Recreation Ground Association Inc.
C/- Ms R. Ireland

Dear Ms. Ireland

RE: Lease Agreement – Part of Lot 401 Crown Plan N25503

I refer to the above matter and now enclose herewith signed Lease Agreement, in triplicate, between your Association and the Fraser Coast Regional Council over land described as part of Lot 401 Crown Plan N25503 Parish of Gundiah which includes the additional Clause 10, located on Page 11 of the Lease.

It would be appreciated if your Association would now peruse the additional clause and if you are happy to proceed, return all three copies to Council so that the lease can be forwarded to the Department of Environment and Resource Management for registration which will finalise the lease process. Council has retained your Association's cheque in the sum of \$167.95 to pay for the registration costs with the Department.

Your Association can obtain its own independent legal advice if you so wish, the costs of which are to be met by your Association.

It would also be appreciated if you would **supply Council with a copy of your Association's Certificate of Incorporation** which needs to be lodged with the Department of Environment and Resource Management when your Lease Agreement is lodged.

If you have any questions in relation to the above matter, please do not hesitate to contact Council's Executive Assistant, Office of CEO, Mrs. Toni Souvlis, telephone 41974458 who will be only too pleased to assist.

Yours faithfully

T L Souvlis
Executive Assistant – Office of CEO

Contact Officer: Mrs Toni Souvlis
Phone: 41974458
Reference: TLS DOCS#2110939

19

FOI/C - REQUEST UNDER RTI Act

11/11/2011

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, Ph.1300 794 929	Lodger Code MH010
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2. Lot on Plan Description Lot 401 CP N25503	County March	Parish Gundlah	Title Reference 49007626
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3. Lessee Given names	Surname/Company name (with number)	(include tenancy if more than one)
	Bauple & District Recreation Ground Association Inc. (Incorporation Number: 12507)	

4. Interest being leased
Reserve

5. Description of premises being leased
Lease B in Lot 401 on N25503 as depicted on attached plan

6. Term of lease Commencement date/event: 1 July, 2011 Expiry date: 30 June, 2021 and/or Event: Options: Nil Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration See Form 20 Schedule
---	--

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: Mandatory Standard Terms Document No. 711932933, Standard Terms Document No. 711548306 and the attached schedule.
* delete if not applicable

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

<i>Caroline A. Lynch</i>signature Caroline A. Lynch.....full name Commissioner of Declarations.....qualification Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	18/10/11 Execution Date	Fraser Coast Regional Council <i>Lisa Desmond</i> Lisa Desmond, CHIEF EXECUTIVE OFFICER Lessor's Signature
--	----------------------------	---

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

<i>A. J. Dempster</i>signature A. J. Dempster.....full name Justice of the Peace / C. Dec.....qualification Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	3/10/11 Execution Date	Bauple & District Recreation Ground Association Inc. PRESIDENT / SECRETARY Designation <i>D. BRESCHKE / R. ICELAND</i> Designation Lessee's Signature
---	---------------------------	---

SCHEDULE

Title Reference - 49007828

1. Trustee Lease

1.1 What is a Trustee Lease?

The Trustee offers the following explanation to the Trustee Lessee of this Trustee Lease to assist in their understanding of the Lease Documents, however the explanation in this clause 1.1 does not form part of the Lease -

- (1) The Trust Land, of which the Leased Area forms part, is not freehold but a Reserve (called Trust Land in this document) set aside pursuant to a Deed of Grant in Trust under sections 30 to 90 of the Land Act 1994, as amended.
- (2) The Trust Land was established by the Grant under the control of the Trustee.
- (3) The Grant appoints the Trustee as the trustee of the Trust Land.
- (4) The Leased Area (called the Premises in the Land Act) is part of the Trust Land.
- (5) The provisions of the Land Act and the Grant governs the Trust Land and this Trustee Lease.
- (6) This Lease is a Trustee Lease pursuant to section 57 of the Land Act.
- (7) The Minister's consent to this Trustee Lease is required by section 57 of the Land Act.

1.2 Terminology

Terms defined in the Mandatory Standard Terms Document apply to all of the Lease Documents. For convenience the main terms are listed below.

- (1) **Act**
- (2) **Minister**
- (3) **Premises**
- (4) **Trust Land**
- (5) **Trustee**
- (6) **Trustee Lease**
- (7) **Trustee Lessee**

1.3 Lease Documents

This Trustee Lease comprises the following -

- (1) This Form 7 and Form 20 Schedule containing the Reference Schedule, called the "Lease Schedule"
- (2) Mandatory Standard Terms Document No 711932933, called the "Mandatory Standard Terms Document"
- (3) Standard Terms Document No 711548306, called the "Council Community Leases Standard Terms Document",

and together they are referred to as the "Lease Documents".

SCHEDULE

Title Reference - 49007628

1.4 How to Interpret the Lease Documents

- (1) The Mandatory Standard Terms Document applies in addition to and to the extent of any inconsistency prevails over all of the other Lease Documents,
- (2) The Lease Schedule is to be read with and vary the Council Community Leases Standard Terms Document.
- (3) The Council Community Leases Standard Terms Document was prepared to provide standard lease provisions for all leases from this Landlord/Trustee for leases of its property to community organisations of both freehold and trust land. However the terminology for freehold land differs from that for Trust Land. Therefore, for this Trustee Lease the below listed terms in the Council Community Leases Standard Terms Document are to be read as follows—
 - (a) Landlord is to be read as Trustee
 - (b) Tenant is to be read as Trustee Lessee
 - (c) Land is to be read as Trust Land
 - (d) Leased Area has the same meaning as Premises in the Mandatory Standard Terms Document

2. Reference Schedule

2.1 The Reference Schedule is intended to be read together with Council Community Leases Standard Terms Document. 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 Trustee and the Trustee Lessee by presenting the significant terms of the Lease in a table format; and
- (3) Assist the Trustee and the Trustee Lessee 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.

2.2 For the purpose of this Lease the Reference Schedule in Council Community Leases Standard Terms Document is to be completed as follows:-

Trustee	
Trustee	Fraser Coast Regional Council
Trustee Address	The Chief Executive Officer Fraser Coast Regional Council PO Box 1943 Hervey Bay Qld 4655
Trustee Lessee	
Trustee Lessee	Bauple & District Recreation Ground Association Inc.
Trustee Lessee Address	C/- M. Liddell, Pettitt Road, Bauple 4650

SCHEDULE

Title Reference - 49007828

Leased Area	
Leased Area	Lease B in Lot 401 on N25503 as depicted on attached plan The term "Leased Area" includes the Trustee's Property on or in the Leased Area
Street Address	Forestry Road, Bauple
Land (Real Property Description)	Lot 401 CP N25503 Parish Gundlah County March Title Reference 49007828
Buildings	Means all of the buildings, fixtures and improvements on the Land including: <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements and • The Trustee Lessee Supplied Buildings and Improvements.
Trustee Supplied Buildings and Improvements	Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee. At the commencement of this Lease the Trustee Supplied Buildings and Improvements include - <ul style="list-style-type: none"> • Bauple Community Shed Q150 Social Clubhouse • Old Bar Building • Scout Storage Shed • Scout Hall Playgroup Building
Trustee Lessee Supplied Buildings and Improvements	Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee Lessee. At the commencement of this Lease the Trustee Lessee Supplied Buildings and Improvements are - <ul style="list-style-type: none"> • Nil
Trustee Property	Means all property owned by the Trustee in or on the Leased Area or the Land and includes - <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements • The Services • Any fitout and fixtures provided by the Trustee
Services	Means the following services which are provided to the Leased Area:- <ul style="list-style-type: none"> • electricity, • telephone,
Trustee Lessee Property	Means all property in or on the Leased Area owned by or under the control of the Trustee Lessee and includes the Trustee Lessee Supplied Buildings and Improvements, excluding the Trustee Property.
Duration of Lease	

SCHEDULE

Title Reference - 49007628

Term	10 years
Commencement Date	1 July, 2011
Expiry Date	30 June, 2021
Rent	
Rent	\$1.00 per annum
Rent Payment Requirements	<p>The Rent is payable (if requested by the Trustee)</p> <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
Outgoings	
Outgoings	<p>The Trustee Lessee 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 Trustee.</p> <p>If an Outgoing is not assessed against the Leased Area only, the Trustee Lessee pays a share of the Outgoings calculated as follows:</p> <p><i>Trustee Lessee's Share = Outgoing X Area of Leased Area / Area of the land for which the Outgoing is assessed</i></p>

SCHEDULE

Title Reference - 49007828

Outgoings Payment Requirements	<p>The Trustee Lessee 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 Trustee within 14 days of being invoiced by the Trustee, • 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, • in the manner directed by the Trustee from time to time.
Use of Leased Area	
Permitted Use	<p>The Permitted Use of the Leased Area is for the purpose of community based activities conducted on a not for profit basis for the benefit of the community of the Fraser Coast by the Bauple & District Recreation Ground Association 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 Bauple & District Recreation Ground Association Inc. b. conduct of a business c. activities contrary to the objects within the Constitution of the Bauple & District Recreation Ground Association Inc. d. activities that contravene the Local Laws of the Fraser Coast Regional Council e. activities that contravene the relevant Planning Scheme of the Fraser Coast Regional Council f. activities that conflict with the designated purpose of the Reserve, that being Recreation purposes
Use of Leased Area	The Trustee Lessee must comply with the provisions regarding the use of the Leased Area in clause 4.1 of the Council Community Leases Standard Terms Document
Trustee Lessee's Conduct	The Trustee Lessee must not do any of the things listed in clause 4.2 of the Council Community Leases Standard Terms Document without obtaining the Trustee's prior written consent pursuant to clause 4.3 of the Council Community Leases Standard Terms Document
Trustee Lessee's Obligations	The Trustee Lessee must comply with the specific obligations in clause 4.4 of the Council Community Leases Standard Terms Document

SCHEDULE

Title Reference - 49007828

Special Rules	<p>Pursuant to clause 4.4(j) of the Council Community Leases Standard Terms Document, the Trustee Lessee must comply with the following special rules:</p> <ul style="list-style-type: none"> The Trustee Lessee 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 Trustee Lessee 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" data-bbox="687 1099 1297 1406"> <thead> <tr> <th>Risk</th> <th>Amount of Cover</th> <th>Who Insures</th> </tr> </thead> <tbody> <tr> <td>Trustee Supplied Buildings & Improvements</td> <td>Full Replacement Value</td> <td>Trustee</td> </tr> <tr> <td>Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property</td> <td>Full Replacement Value</td> <td>Trustee Lessee</td> </tr> <tr> <td>Public Liability</td> <td>\$20,000,000.00</td> <td>Trustee Lessee</td> </tr> <tr> <td>Plate Glass</td> <td>Full Replacement Value</td> <td>Trustee Lessee</td> </tr> <tr> <td>Workers Compensation</td> <td>Statutory Cover</td> <td>Trustee Lessee</td> </tr> </tbody> </table>	Risk	Amount of Cover	Who Insures	Trustee Supplied Buildings & Improvements	Full Replacement Value	Trustee	Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property	Full Replacement Value	Trustee Lessee	Public Liability	\$20,000,000.00	Trustee Lessee	Plate Glass	Full Replacement Value	Trustee Lessee	Workers Compensation	Statutory Cover	Trustee Lessee
Risk	Amount of Cover	Who Insures																	
Trustee Supplied Buildings & Improvements	Full Replacement Value	Trustee																	
Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property	Full Replacement Value	Trustee Lessee																	
Public Liability	\$20,000,000.00	Trustee Lessee																	
Plate Glass	Full Replacement Value	Trustee Lessee																	
Workers Compensation	Statutory Cover	Trustee Lessee																	
Requirements for Insurance to be arranged by Trustee Lessee	<p>For the insurance that must be arranged by the Trustee Lessee –</p> <ul style="list-style-type: none"> The insurance must be in the names of the Trustee and the Trustee Lessee (except for Workers Compensation Insurance) The insurance must be with an insurance office or company approved by the Trustee, which will not to be unreasonably withheld The Trustee Lessee must give the Trustee: <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. 																		
Costs																			
Costs payable by Trustee Lessee	The costs payable by the Trustee Lessee are -																		

SCHEDULE

Title Reference - 49007828

	<ul style="list-style-type: none"> • any stamp duty assessed on the Lease • the costs of registering the Lease, if the Trustee Lessee requires the Lease to be registered • the costs of the survey/sketch plan attached or to be attached to the Lease • the Trustee's reasonable legal costs and expenses of and incidental to the negotiation, preparation and execution of this Lease • the Trustee Lessee's own legal costs • all reasonable costs and expenses incurred (including legal costs and outlays on a full indemnity basis) by the Trustee in relation to any notice given to the Trustee Lessee in accordance with this Lease, the surrender of this Lease, the granting of any consents, proceedings lawfully brought by the Trustee to enforce the Trustee Lessee's performance and obligations under this Lease
Costs Payable by Trustee	Nil
Repair and Maintenance	
Trustee Lessee Maintenance & Cleaning Obligations	<p>What the Trustee Lessee is Responsible For</p> <p>The Trustee Lessee must:</p> <ul style="list-style-type: none"> • Keep the - <ul style="list-style-type: none"> ○ Trustee Supplied Buildings and Improvements, ○ Trustee Lessee Supplied Buildings and Improvements and ○ Trustee Property, <p>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> • Keep the Trustee Lessee's Property clean and in good repair • Repair any damage to the Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by the Trustee Lessee or the Trustee Lessee's Agents • Maintain, repair and replace damaged or broken <ul style="list-style-type: none"> ○ 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

SCHEDULE

Title Reference - 49007628

	<p>working order.</p> <ul style="list-style-type: none"> Repair and replace any damage to the Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by vandalism or graffiti <p>What the Trustee Lessee is Not Responsible For</p> <p>The Trustee Lessee is not responsible for the Trustee 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 Trustee Lessee or the Trustee Lessee's Agents.</p> <p>The Trustee Lessee is not responsible for the replacement of the Trustee's Property, unless the replacement is required because of the act or negligence of the Trustee Lessee or the Trustee Lessee's Agents</p>
<p>Trustee Maintenance Obligations</p>	<p>What the Trustee is Responsible For</p> <p>If:</p> <ul style="list-style-type: none"> the Service to the Leased Area is interrupted or not working properly, and it is not the Trustee Lessee's responsibility pursuant to this Lease, <p>then –</p> <ul style="list-style-type: none"> the Trustee must take all reasonable steps to reinstate the Service the Trustee's liability is limited to the reasonable costs of reinstating the Service, and the Trustee Lessee releases the Trustee from and agrees that the Trustee 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 Trustee Lessee carrying out any Building Work:</p> <ul style="list-style-type: none"> on the Leased Area, to the Trustee Supplied Buildings & Improvements, or to the Trustee Lessee Supplied Buildings & Improvements <p>without the approval of the Trustee and provides a mechanism for obtaining that approval and regulating the carrying out of the Building Work</p> <p>See clause 7 in the Council Community Leases Standard Terms</p>

SCHEDULE

Title Reference - 49007628

	Document
Assignment, Subletting and Charging	
Can the Trustee Lessee Assign or Transfer the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document.
Can the Trustee Lessee Sublet	No - See clause 8.1 of the Council Community Leases Standard Terms Document
Can the Trustee Lessee Charge or Encumber its Interest in the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document
End of Lease	
Trustee Lessee Obligations	<p>At the expiry or sooner termination of the Lease, the Trustee Lessee must -</p> <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 Trustee Lessee's Property from the Leased Area, except for that property being transferred to the Trustee, • repair any damage caused by removal of the Trustee Lessee's Property • return all keys, security passes and cards held by the Trustee Lessee or its employees.
Trustee Lessee Supplied Buildings & Improvements transferred to Trustee	<p>At the expiry or sooner termination of the Lease the following Trustee Lessee Supplied Buildings & Improvements become the property of the Trustee:-</p> <ul style="list-style-type: none"> • Nil

FCRC - Applied Under RTI Act

SCHEDULE

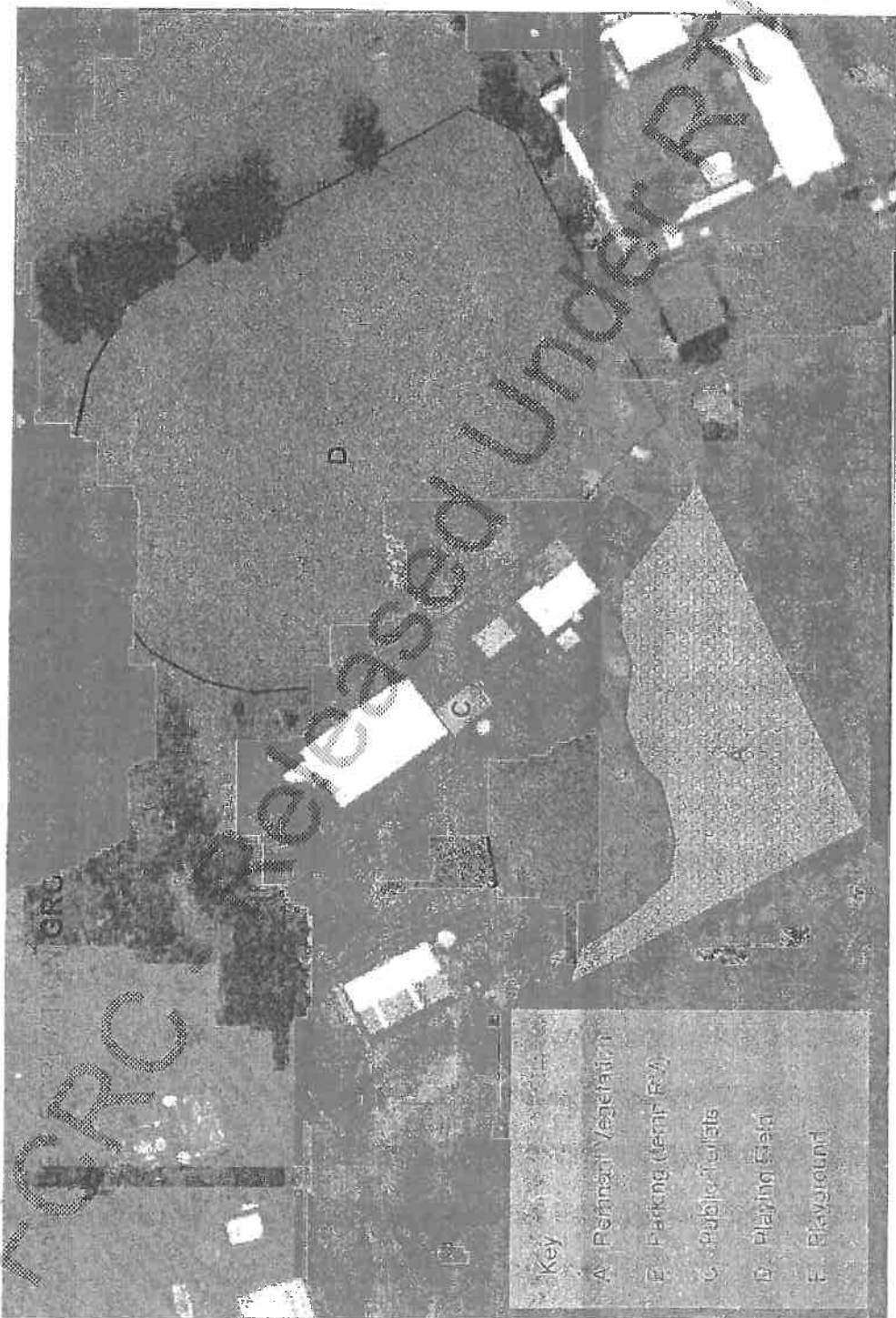
Title Reference - 49007828

Special Conditions to this Trustee Lease

For the purpose of this Trustee Lease the following special conditions apply, subject to the Mandatory Standard Terms Document -

1. Upon obtaining the Trustee's written consent, the Trustee Lessee may grant approval for a sublease or other form of occupation of existing buildings on the Leased premises, provided that the approval does not conflict with any conditions of this Trustee Lease, so far as they are applicable to that occupation.
2. The Trustee will attend to the mowing of all grassed areas within the Leased premises in accordance with the Trustee's level of service for a Rural Recreational Ground, unless the Trustee formally resolves to discontinue this service, at which time the mowing of the grassed areas within the Leased premises will become the responsibility of the Trustee Lessee.
3. The area within the Leased premises shown as **Area A** on the attached plan contains remnant vegetation and is not to be cleared or maintained by the Trustee Lessee without first having obtained the written permission of the Trustee.
4. The car park area located within the Leased premises, between the Q150 Hall and the adjoining Men's Shed, shown as **Area B** on the attached plan, may remain available to the general public for overnight camping by self contained caravans and recreational vehicles only, until such time as the Trustee provides written advice that the Bauple "Rest and Stopover" area is available for overnight camping, or that the approval for overnight camping within the Leased premises has been withdrawn. Any camping which is not in self contained caravans and recreational vehicles and/or exceeds the 24 hour limit must be reported to the Trustee immediately.
5. The public amenities block located within the Leased premises, shown as **Area C** on the attached plan, must remain open to the general public at all times, unless advised otherwise in writing by the Trustee. The Trustee will undertake maintenance and cleaning of the amenities block in accordance with the Trustee's approved level of service for a rural public amenities block, as amended from time to time.
6. The hot water service within the public amenities block referred to in Special Condition 5, must be made available for the Trustee Lessee's activities, as approved within the Permitted Use of the Lease, and for other activities conducted by community organisations and/or the Bauple State School. The Trustee Lessee must ensure that the service does not remain available for use by the general public at other times, or by overnight campers.
7. The 'Oval' area located within the Leased premises, shown as **Area D** on the attached plan, must be made available for use by the Bauple State School as a first priority between the hours of 8.00am and 3.00pm on any school day or for any Bauple State School event.
8. The playground within the Leased premises, shown as **Area E** on the attached plan, will be maintained by the Trustee in accordance with the Trustee's approved level of service for a public play ground. Any hazard or incident which could lead to an injury, damage etc identified in or around the playground area must be reported immediately to the Trustee and, if warranted, the playground must be cordoned off from the public immediately, and appropriate signage put in place by the Trustee Lessee, restricting access, until the Trustee confirms in writing that it can be removed.
9. The Trustee Lessee must ensure that all chemicals, detergents and cleaning products used within buildings and facilities on the Leased premises which discharge into the septic system are recommended "septic friendly" products only.
10. The Reserve is to be made available for Public Events, in this regard organised RV and Caravan chapter visits are considered to be an event and provided they do not conflict with a primary use (school or organised recreational), should be approved subject to reasonable and relevant conditions. In consultation with the Bauple & District Ground Association Inc., Council reserves its rights to use the Reserve as a Public Place and for Temporary Entertainment Activities.

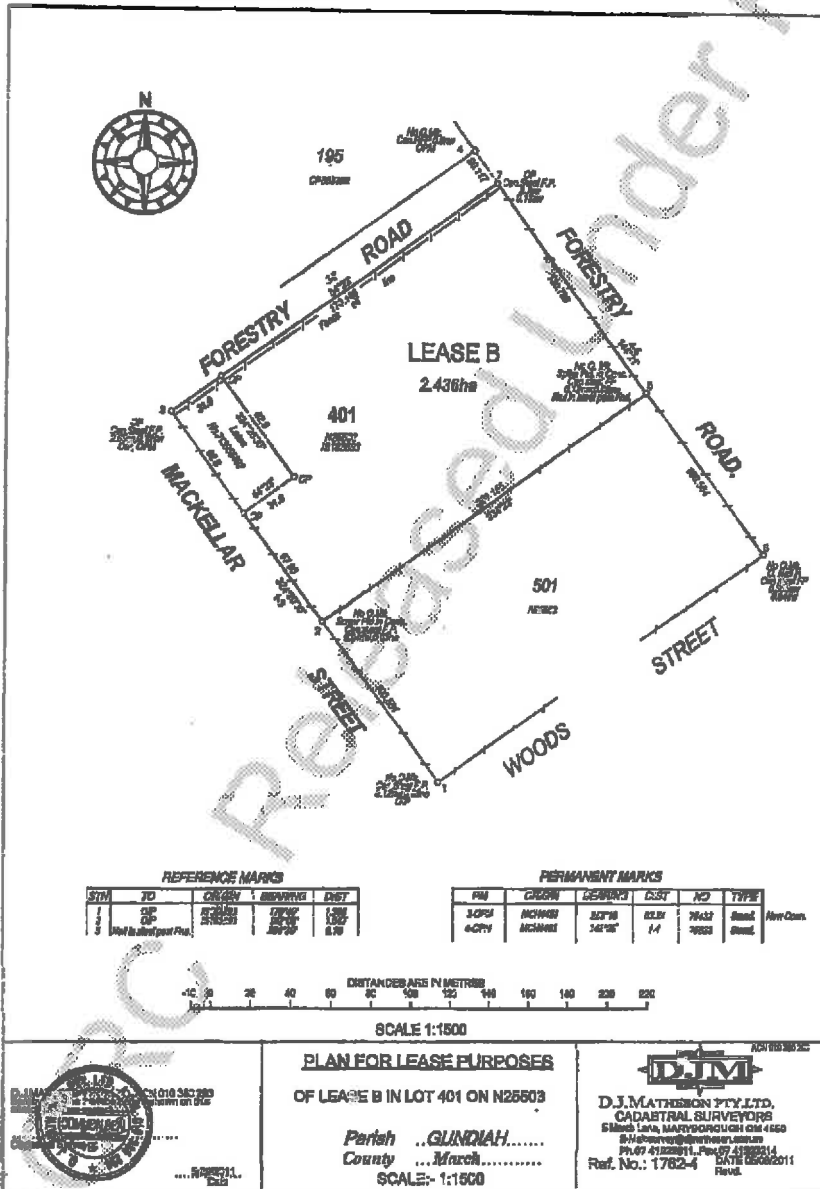
FCRC Released Under RTI Act



- Key
- A. Permanent Vegetation
 - B. Parking (Area 'B')
 - C. Public Toilets
 - D. Playing Field
 - E. Playground

SCHEDULE

Title Reference - 49007628





Queensland Government

Author Chris Wilson
File / Ref number 2011/007172
Directorate / Unit State Land Asset Management
Phone (07) 41211771

14 December 2011

Senior Property Officer
Fraser Coast Regional Council
PO Box 1943
HERVEY BAY QLD 4655

Attention: Toni Souvlis

Dear Toni

**RESERVE FOR RECREATION: LOT 401 ON N25503
TRUSTEE: FRASER COAST REGIONAL COUNCIL
PROPOSED LESSEE: BAUPLE & DISTRICT RECREATION GROUND ASSOCIATION INC.**

FRASER COAST REGIONAL COUNCIL	
To: Toni Souvlis	<input type="checkbox"/> Make Record
File:	<input type="checkbox"/> Legal Environment and Resource Management
Retention: F009792	<input type="checkbox"/> Restricted
19 DEC 2011	
Plan - Lot: 401/N25503	
Comments: send original to Toni Souvlis	
Toni Souvlis Senior Property Officer	

I refer to the above application dated 17 November 2011 and attach approval of the Minister administering the *Land Act 1994* to the Trustee Lease. The Trustee Lease is to be lodged with an office of this Department capable of lodgment of documents in the Land Registry within six (6) months of the date of this letter.

Prescribed registration fees are payable at the time of lodgment in the Registry.

Until the following requirements are satisfied the Trustee Lease does not take effect and the Trustee Lessee has no right to the possession, occupation or use of the Premises -

1. Endorsement of the Minister's approval on this Trustee Lease under section 57(4) of the *Land Act 1994*;
2. Compliance with any conditions of an approval of the Minister that must be complied with before the Trustee may lease the Premises to the Trustee Lessee under this Trustee Lease; and
3. Registration under the Act, as required by section 57(3) of the *Land Act 1994*, of this Trustee Lease in the land registry.

If you wish to discuss this matter please contact Chris Wilson on (07) 41211768.

Please quote reference number 2011/007172 in any future correspondence.

Yours sincerely

Toni Ferguson
Senior Land Officer
South East Region

Office :
DERM Maryborough
Station Chambers
120 Lennox Street
Maryborough QLD 4650

Postal :
DERM Maryborough
PO Box 212
Maryborough
4650 QLD

Telephone : (07) 41211771
Fax : (07) 4122 4007

#014507

1. Lot on Plan Description	County	Parish	Title Reference
Lot 401 on N25503	March	Gundiah	49907628

2. Instrument being consented to
Instrument type Trustee Lease (Lease B in Lot 401 on N25503)

Dated 18/10/2011

Names of parties Fraser Coast Regional Council / Bauple & District Recreation Ground Association Inc. (Inc No IA12507)

3. Instrument under which consent required

Dealing Type Not Applicable

Dealing No. Not Applicable

Name of consenting party Minister administering the Land Act 1994.

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument identified in item 2, conditional on compliance with items specified on the attached Schedule 20. (If applicable)

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

NO WITNESS REQUIRED

Witnessing Officer

Execution Date

Consenting Party's Signature

Not required

18/10/2011

Approved pursuant to Section 57(4) of the Land Act 1994

.....signature

.....full name

.....qualification



Toni Lloyd Ferguson,
as duly authorised delegate of the Minister
under the current Land Act (Ministerial) Delegation

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

CONDITIONS OF CONSENT



Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

21

REGISTRATION CONFIRMATION STATEMENT

ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Title Reference : 49007628

This is the current status of the title as at 16:21 on 04/01/2012

Opening Ref: RES 96-116
 Purpose: RECREATION
 Sub-Purpose:
 Local Name:
 Address: BAUPLE
 County (R) No: R429 MARCH
 File Ref: RES 96-116

TRUSTEES

FRASER COAST REGIONAL COUNCIL GAZETTED ON 26/06/1992
PAGE 1491,2

LAND DESCRIPTION

LOT 401 CROWN PLAN N25503 GAZETTED ON 04/03/1922 PAGE 748
 County of MARCH Parish of GUNDIAH
 Local Government: FRASER COAST

Area: 2.631000 Ha. (SURVEYED)

EASEMENTS AND ENCUMBRANCES

1. RESERVE BY-LAWS No 602823643 (4) 02/07/1996 at 12:27
MODEL BY-LAWS HAVE BEEN ADOPTED
2. TRUSTEE LEASE No 713958462 14/07/2011 at 11:07
BAUPLE COMMUNITY SHED INC
LEASE A ON SKETCH PLAN
TERM: 01/04/2011 TO 31/03/2031 OPTION NIL
3. TRUSTEE LEASE No 714232585 22/12/2011 at 10:09
BAUPLE & DISTRICT RECREATION GROUND ASSOCIATION INC
OF PART OF THE LAND (LEASE B)
TERM: 01/07/2011 TO 30/06/2021 OPTION NIL

ADMINISTRATIVE ADVICES - NIL
 UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

DEALINGS REGISTERED
 714232585 TRUSTEE LSE

REGISTRATION CONFIRMATION STATEMENT

ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Title Reference : 49007628

Caution - Charges do not necessarily appear in order of priority

** End of Confirmation Statement **

M G Locke

Registrar of Titles and Registrar of Water Allocations

Lodgement No: 3090163
Office: MARKBOROUGH
Email: toni.souvlis@frasercoast.qld.gov.au
FRASER COAST REGIONAL COUNCIL
PO BOX 1943
HERVEY BAY QLD
CONTACT: TONI SOUVLIS 4655

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, Ph.1300 794 929	Lodger Code MH010
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2. Lot on Plan Description Lot 401 CP N25503	County March	Parish Gundlah	Title Reference 49007628
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3. Lessee Given names	Surname/Company name and number (include tenancy if more than one)
	Bauple & District Recreation Ground Association Inc. (Incorporation Number: 12507)

4. Interest being leased
Reserve

5. Description of premises being leased
Lease B in Lot 401 on N25503 as depicted on attached plan

6. Term of lease Commencement date/event: 1 July, 2011 Expiry date: 30 June, 2021 and/or Event: *Options: Nil #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration See Form 20 Schedule
--	---

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:- Mandatory Standard Terms Document No. 711532933, Standard Terms Document No. 711548306 and the attached schedule.

* delete if not applicable

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

<i>Ch. Lynch</i> signature Caroline A Lynch full name Commissioner of Deputations qualification Witnessing Officer 10339	18, 10, 11 Execution Date	<i>Desmond</i> Lessor's Signature Lisa Desmond, CHIEF EXECUTIVE OFFICER
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(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.
Bauple & District Recreation Ground Association Inc.

<i>L. J. Dempster</i> signature Laureen Joyce DEMPSTER full name Justice of the Peace / C Dec qualification Witnessing Officer	3 10 11 Execution Date	<i>President/Secretary</i> Designation <i>Benickel/Rei.</i> Lessee's Signature D. BRISCHKE / R. IRELAND
---	---------------------------	---

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

SCHEDULE

Title Reference - 49007628

Leased Area	
Leased Area	<p>Lease B in Lot 401 on N25503 as depicted on attached plan Lease Area:- 2.436 ha</p> <p>The term "Leased Area" includes the Trustee's Property on or in the Leased Area</p>
Street Address	Forestry Road, Bauple
Land (Real Property Description)	<p>Lot 401 CP N25503 County March Parish Gundiah Title Reference 49007628</p>
Buildings	<p>Means all of the buildings, fixtures and improvements on the Land including:</p> <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements and • The Trustee Lessee Supplied Buildings and Improvements.
Trustee Supplied Buildings and Improvements	<p>Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee.</p> <p>At the commencement of this Lease the Trustee Supplied Buildings and Improvements include –</p> <ul style="list-style-type: none"> • Bauple Community Shed Q150 Social Clubhouse • Old Bar Building • Scout Storage Shed • Scout Hall Playgroup Building
Trustee Lessee Supplied Buildings and Improvements	<p>Means all of the buildings, fixtures and improvements on the Land supplied by the Trustee Lessee. At the commencement of this Lease the Trustee Lessee Supplied Buildings and Improvements are –</p> <ul style="list-style-type: none"> • Nil
Trustee Property	<p>Means all property owned by the Trustee in or on the Leased Area or the Land and includes –</p> <ul style="list-style-type: none"> • The Trustee Supplied Buildings and Improvements • The Services • Any fitout and fixtures provided by the Trustee
Services	<p>Means the following services which are provided to the Leased Area:-</p> <ul style="list-style-type: none"> • <i>electricity,</i> • <i>telephone,</i>
Trustee Lessee Property	<p>Means all property in or on the Leased Area owned by or under the control of the Trustee Lessee and includes the Trustee Lessee Supplied Buildings and Improvements, excluding the Trustee Property.</p>
Duration of Lease	

SCHEDULE

Title Reference - 49007628

Term	10 years
Commencement Date	1 July, 2011
Expiry Date	30 June, 2021
Rent	
Rent	\$1.00 per annum
Rent Payment Requirements	<p>The Rent is payable (if requested by the Trustee)</p> <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
Outgoings	
Outgoings	<p>The Trustee Lessee 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 Trustee.</p> <p>If an Outgoing is not assessed against the Leased Area only, the Trustee Lessee pays a share of the Outgoings calculated as follows:</p> <p><i>Trustee Lessee's Share = Outgoing X Area of Leased Area / Area of the land for which the Outgoing is assessed</i></p>

SCHEDULE

Title Reference - 49007628

<p>Outgoings Payment Requirements</p>	<p>The Trustee Lessee 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 Trustee within 14 days of being invoiced by the Trustee, • 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, • in the manner directed by the Trustee from time to time.
<p>Use of Leased Area</p>	
<p>Permitted Use</p>	<p>The Permitted Use of the Leased Area is for the purpose of community based activities conducted on a not for profit basis for the benefit of the community of the Fraser Coast by the Bauple & District Recreation Ground Association 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 Bauple & District Recreation Ground Association Inc. b. conduct of a business c. activities contrary to the objects within the Constitution of the Bauple & District Recreation Ground Association Inc. d. activities that contravene the Local Laws of the Fraser Coast Regional Council e. activities that contravene the relevant Planning Scheme of the Fraser Coast Regional Council f. activities that conflict with the designated purpose of the Reserve, that being Recreation purposes
<p>Use of Leased Area</p>	<p>The Trustee Lessee must comply with the provisions regarding the use of the Leased Area in clause 4.1 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Conduct</p>	<p>The Trustee Lessee must not do any of the things listed in clause 4.2 of the Council Community Leases Standard Terms Document without obtaining the Trustee's prior written consent pursuant to clause 4.3 of the Council Community Leases Standard Terms Document</p>
<p>Trustee Lessee's Obligations</p>	<p>The Trustee Lessee must comply with the specific obligations in clause 4.4 of the Council Community Leases Standard Terms Document</p>

SCHEDULE

Title Reference - 49007628

Special Rules	<p>Pursuant to clause 4.4(j) of the Council Community Leases Standard Terms Document, the Trustee Lessee must comply with the following special rules:</p> <ul style="list-style-type: none"> The Trustee Lessee 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 Trustee Lessee 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.
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Insurance

Lease Insurance Requirements 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.

Risk	Amount of Cover	Who Insures
Trustee Supplied Buildings & Improvements	Full Replacement Value	Trustee
Trustee Lessee Supplied Building & Improvements & Trustee Lessee's Property	Full Replacement Value	Trustee Lessee
Public Liability	\$20,000,000.00	Trustee Lessee
Plate Glass	Full Replacement Value	Trustee Lessee
Workers Compensation	Statutory Cover	Trustee Lessee

Requirements for Insurance to be arranged by Trustee Lessee For the insurance that must be arranged by the Trustee Lessee –

- The insurance must be in the names of the Trustee and the Trustee Lessee (except for Workers Compensation Insurance)
- The insurance must be with an insurance office or company approved by the Trustee, which will not to be unreasonably withheld
- The Trustee Lessee must give the Trustee:
 - 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.

Costs

Costs payable by Trustee Lessee The costs payable by the Trustee Lessee are -

SCHEDULE

Title Reference - 49007628

	<ul style="list-style-type: none"> • any stamp duty assessed on the Lease • the costs of registering the Lease, if the Trustee Lessee requires the Lease to be registered • the costs of the survey/sketch plan attached or to be attached to the Lease • the Trustee's reasonable legal costs and expenses of and incidental to the negotiation, preparation and execution of this Lease • the Trustee Lessee's own legal costs • all reasonable costs and expenses incurred (including legal costs and outlays on a full indemnity basis) by the Trustee in relation to any notice given to the Trustee Lessee 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 Trustee to enforce the Trustee Lessee's performance and obligations under this Lease
<p>Costs Payable by Trustee</p>	<p>Nil</p>
<p>Repair and Maintenance</p>	
<p>Trustee Lessee Maintenance & Cleaning Obligations</p>	<p>What the Trustee Lessee is Responsible For</p> <p>The Trustee Lessee must:</p> <ul style="list-style-type: none"> • Keep the - <ul style="list-style-type: none"> ○ Trustee Supplied Buildings and Improvements, ○ Trustee Lessee Supplied Buildings and Improvements and ○ Trustee Property, <p>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> • Keep the Trustee Lessee's Property clean and in good repair • Repair any damage to the Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by the Trustee Lessee or the Trustee Lessee's Agents • Maintain, repair and replace damaged or broken <ul style="list-style-type: none"> ○ 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

SCHEDULE

Title Reference - 49007628

	<p>working order.</p> <ul style="list-style-type: none"> • Repair and replace any damage to the Trustee Supplied Buildings and Improvements, Trustee Lessee Supplied Buildings and Improvements and the Trustee's Property caused by vandalism or graffiti <p>What the Trustee Lessee is Not Responsible For</p> <p>The Trustee Lessee is not responsible for the Trustee 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 Trustee Lessee or the Trustee Lessee's Agents.</p> <p>The Trustee Lessee is not responsible for the replacement of the Trustee's Property, unless the replacement is required because of the act or negligence of the Trustee Lessee or the Trustee Lessee's Agents</p>
<p>Trustee Maintenance Obligations</p>	<p>What the Trustee 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 Trustee Lessee's responsibility pursuant to this Lease, <p>then –</p> <ul style="list-style-type: none"> • the Trustee must take all reasonable steps to reinstate the Service • the Trustee's liability is limited to the reasonable costs of reinstating the Service, and • the Trustee Lessee releases the Trustee from and agrees that the Trustee 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 Trustee Lessee carrying out any Building Work:</p> <ul style="list-style-type: none"> • on the Leased Area, • to the Trustee Supplied Buildings & Improvements, or • to the Trustee Lessee Supplied Buildings & Improvements <p>without the approval of the Trustee and provides a mechanism for obtaining that approval and regulating the carrying out of the Building Work</p> <p>See clause 7 in the Council Community Leases Standard Terms</p>

SCHEDULE

Title Reference - 49007628

	Document
Assignment, Subletting and Charging	
Can the Trustee Lessee Assign or Transfer the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document.
Can the Trustee Lessee Sublet	No - See clause 8.1 of the Council Community Leases Standard Terms Document
Can the Trustee Lessee Charge or Encumber Its Interest in the Lease	No - See clause 8.1 of the Council Community Leases Standard Terms Document
End of Lease	
Trustee Lessee Obligations	<p>At the expiry or sooner termination of the Lease, the Trustee Lessee must -</p> <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 Trustee Lessee's Property from the Leased Area, except for that property being transferred to the Trustee, • repair any damage caused by removal of the Trustee Lessee's Property • return all keys, security passes and cards held by the Trustee Lessee or its employees.
Trustee Lessee Supplied Buildings & Improvements transferred to Trustee	<p>At the expiry or sooner termination of the Lease the following Trustee Lessee Supplied Buildings & Improvements become the property of the Trustee:-</p> <ul style="list-style-type: none"> • Nil

FCRC - Real Estate Under P.A.C.I.

SCHEDULE

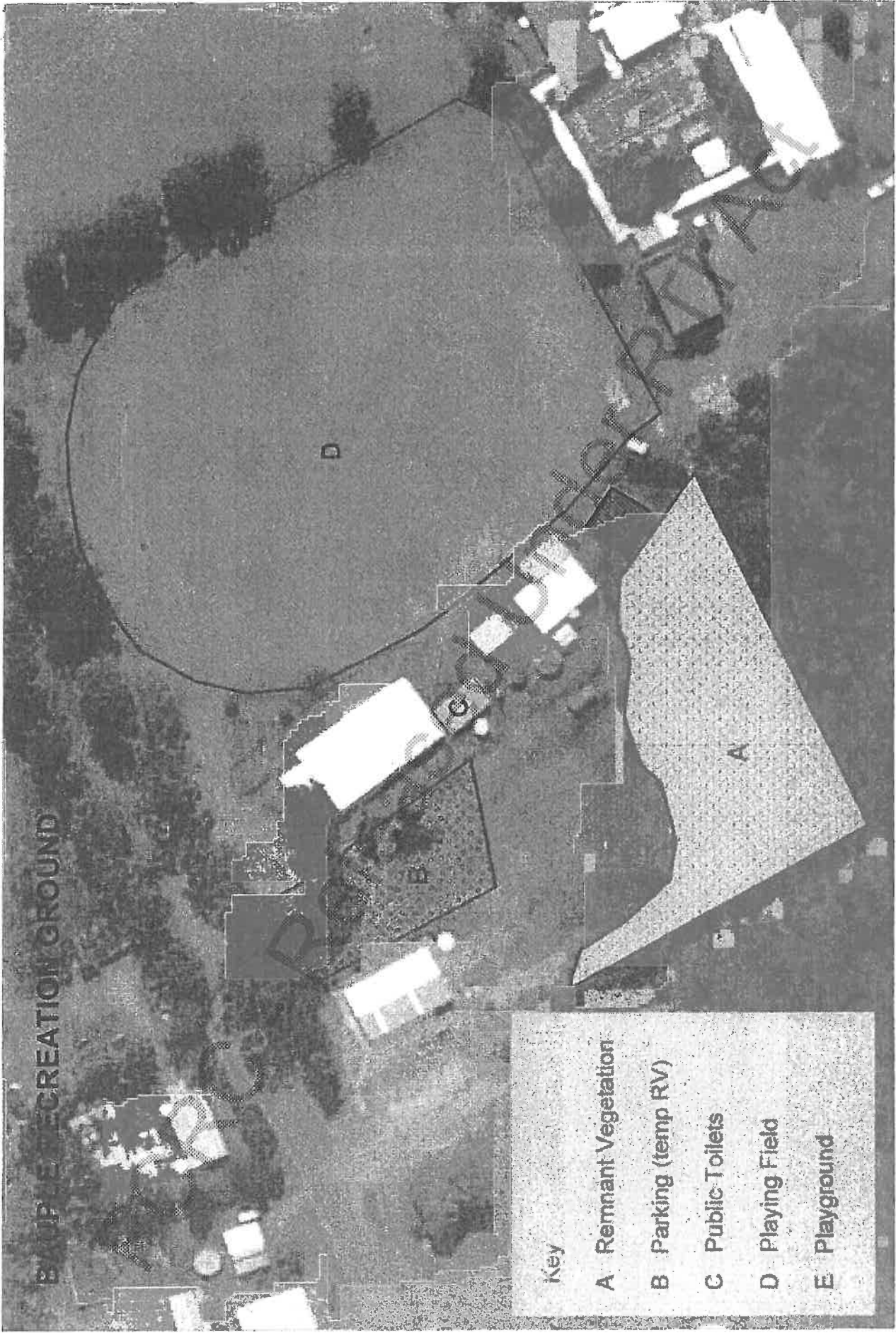
Title Reference - 49007628

Special Conditions to this Trustee Lease

For the purpose of this Trustee Lease the following special conditions apply, subject to the Mandatory Standard Terms Document -

1. Upon obtaining the Trustee's written consent, the Trustee Lessee may grant approval for a sublease or other form of occupation of existing buildings on the Leased premises, provided that the approval does not conflict with any conditions of this Trustee Lease, so far as they are applicable to that occupation.
2. The Trustee will attend to the mowing of all grassed areas within the Leased premises in accordance with the Trustees level of service for a Rural Recreational Ground, unless the Trustee formally resolves to discontinue this service, at which time the mowing of the grassed areas within the Leased premises will become the responsibility of the Trustee Lessee.
3. The area within the Leased premises shown as **Area A** on the attached plan contains remnant vegetation and is not to be cleared or maintained by the Trustee Lessee without first having obtained the written permission of the Trustee.
4. The car park area located within the Leased premises between the Q150 Hall and the adjoining Men's Shed, shown as **Area B** on the attached plan, may remain available to the general public for overnight camping by self contained caravans and recreational vehicles only, until such time as the Trustee provides written advice that the Bauple "Rest and Stopover" area is available for overnight camping, or that the approval for overnight camping within the Leased premises has been withdrawn. Any camping which is not in self contained caravans and recreational vehicles and/or exceeds the 24 hour limit must be reported to the Trustee immediately.
5. The public amenities block located within the Leased premises, shown as **Area C** on the attached plan, must remain open to the general public at all times, unless advised otherwise in writing by the Trustee. The Trustee will undertake maintenance and cleaning of the amenities block in accordance with the Trustee's approved level of service for a rural public amenities block, as amended from time to time.
6. The hot water service within the public amenities block referred to in Special Condition 5, must be made available for the Trustee Lessee's activities, as approved within the Permitted Use of the Lease, and for other activities conducted by community organisations and/or the Bauple State School. The Trustee Lessee must ensure that the service does not remain available for use by the general public at other times, or by overnight campers.
7. The 'Oval' area located within the Leased premises, shown as **Area D** on the attached plan, must be made available for use by the Bauple State School as a first priority between the hours of 9.00am and 3.00pm on any school day or for any Bauple State School event.
8. The playground within the Leased premises, shown as **Area E** on the attached plan, will be maintained by the Trustee in accordance with the Trustee's approved level of service for a public play ground. Any hazard or incident which could lead to an injury, damage etc identified in or around the playground area must be reported immediately to the Trustee and, if warranted, the playground must be cordoned off from the public immediately, and appropriate signage put in place by the Trustee Lessee, restricting access, until the Trustee confirms in writing that it can be removed.
9. The Trustee Lessee must ensure that all chemicals, detergents and cleaning products used within buildings and facilities on the Leased premises which discharge into the septic system are recommended "septic friendly" products only.
10. The Reserve is to be made available for Public Events, in this regard organised RV and Caravan chapter visits are considered to be an event and provided they do not conflict with a primary use (school or organised recreational), should be approved subject to reasonable and relevant conditions. In consultation with the Bauple & District Ground Association Inc., Council reserves its rights to use the Reserve as a Public Place and for Temporary Entertainment Activities.

EXAMPLE RECREATION GROUND



Key

- A Remnant Vegetation**
- B Parking (temp RV)**
- C Public Toilets**
- D Playing Field**
- E Playground**

SCHEDULE

Title Reference - 49007628

