

DRAFT

**LEASE**

**Between SHIRE OF DENMARK &  
DENMARK COMMUNITY  
RESOURCE CENTRE INC.  
for Portion of Reserve 18587**

WESTERN AUSTRALIA  
LAND ADMINISTRATION ACT 1997  
TRANSFER OF LAND ACT 1893 AS AMENDED

### LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (Note 1)

	EXTENT	VOLUME	FOLIO
Portion of Reserve 18587, Lot 228 on Deposited Plan 217468	Portion	LR3002	274

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 2)

LESSOR/LESSORS (Note 3)

SHIRE OF DENMARK OF 953 SOUTH COAST HIGHWAY DENMARK

LESSEE/LESSEES (Note 4)

DENMARK COMMUNITY RESOURCE CENTRE INC.

TERM OF LEASE (Note 5)

Five Years Zero Months Zero Days

Commencing from the **XXX** day of **XXX** in the year **XXX**

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

Nil

for the above term for a rental of \$1.00, which shall be deemed to have been paid by the Lessee to the Lessor

**Shire of Denmark  
("the Lessor")**

**and**

**Denmark Community  
Resource Centre Inc.  
("the Lessee")**

**LEASE**

**RESERVE 18587 IS VESTED IN THE LESSOR FOR THE PURPOSE OF Civic Purposes WITH POWER TO LEASE FOR ANY TERM NOT EXCEEDING TWENTY-ONE (21) YEARS SUBJECT TO THE CONSENT OF THE MINISTER FOR LANDS AND THIS LEASE IS SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE *LAND ADMINISTRATION ACT 1997* AND THE *TRANSFER OF LAND ACT 1893* AS AMENDED (UNLESS HEREBY NEGATIVED OR MODIFIED) AND TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.**

---

**THIS LEASE** is made the **XXX** day of **XXX XXX** BETWEEN the Lessor named in Item 1 of the Schedule hereto and the Lessee named in Item 2 of the Schedule hereto.

**WHEREAS:**

The Lessor has agreed to lease and the Lessee has agreed to take on lease, the land described in Item 3 of the Schedule hereto (which together with the buildings erections improvements fixtures and fittings thereon are collectively hereinafter "the Leased Premises") for the Term and on commencement date stated in Item 4 of the Schedule hereto.

**1. THE LESSEE COVENANTS WITH THE LESSOR:**

**TO PAY RENT**

To pay on or before the due date for payment the rent reserved at the times and in the manner stated in Item 5 of the Schedule hereto.

**TO PAY OUTGOINGS**

To pay and discharge on or before the due date for payment all present and future outgoings including all rates and taxes, charges, assessments, licence fees, duties, impositions, penalties and other outgoings whatever which now or at any time during the Term are assessed and charged upon or in respect of the Leased Premises or the use or occupation of the Leased Premises or any part of the Leased Premises and any amount for water, electricity or gas consumed in the Leased Premises.

**COMPLY WITH LEGISLATION**

At all times during the Term to duly and punctually comply with, observe and carry out and conform to the provisions of all statutes (State or Federal) and all subsidiary legislation now or hereafter in force and all requirements and orders of any authority, statutory or otherwise, which affect the leased premises or the use of the Leased Premises or which impose any duty or obligations upon the owner or occupier of the Leased Premises.

**TO REPAIR AND MAINTAIN**

At the Lessee's own expense other than structural building repairs which shall be at the expense of the Lessor to keep and maintain the Leased Premises in good repair, order and condition including painting of internal surfaces, pest control and clean and free of refuse and vermin.

"*Structural Building Repairs*" means substantial and major repairs or replacement of essential structures relating to all loads, internal actions, material properties and foundation conditions that significantly affect structural sufficiency or serviceability including but not limited to:

- Floors
- Concrete Slab
- Masonry
- Roof Covering and Roof Structure
- Footings and Foundations
- Painting of External Surfaces
- Outer Walls of any construction but does not include windows, doors, doorframes and door furniture
- Ceilings
- Sewerage, drainage and water supply but does not include taps and other visible water fittings.

## **NOTICE OF DAMAGE**

To inform the Lessor in writing of any damage to or defect in the Leased Premises likely to cause any injury to any persons thereon immediately the Lessee becomes aware of it.

## **USE OF LEASED PREMISES**

To use the Leased Premises only for the purpose of carrying on in a proper manner the objects of the Lessee as set out in its constitution or Articles of Association as at the date of signing of this lease.

## **NUISANCE**

Not to allow anything to be done or to occur in or about the Leased Premises which is noxious, offensive or audibly or visually a nuisance.

## **NOT DAMAGE TREES**

Not to destroy, cut down, prune or damage any living tree on the Leased Premises without the Lessor's consent.

## **PAY LESSOR'S EXPENSES**

To pay to the Lessor on demand all sums of money which the Lessor may pay or expend in connection with performing, discharging or executing any requisition or works or abating any nuisance referred to in the preceding provisions of this Lease and which the Lessee fails to perform, discharge, execute or abate.

## **NO ASSIGNMENT**

Not to assign, mortgage, sub-let or part with the possession of or dispose of the Lease Premises or any part of the Leased Premises or the benefit at law or in equity of this Lease without the prior written consent of the Lessor and, if required by law, of the Minister for Lands having first being obtained.

## **INDEMNITY**

The lessee shall indemnify and shall hold indemnified the Minister for Lands and the Lessor from and against all actions claims demands losses costs and expenses which the Minister for Lands or Lessor sustains or incurs or for which the Minister for Lands or Lessor becomes liable whether during or after the Term in respect or arising from:

### **Breach of Covenant**

Loss, damage or injury from any cause to property or person upon the Demised Premises occasioned or contributed to by the neglect or default of the Lessee or its servants agents sub-tenants or other person claiming through or under the Lessee to observe or perform any covenant condition, regulation or restriction on the part of the Lessee hereunder whether positive or negative expressed or implied.

### **Misuse**

The negligent or wilful misuse waste or abuse by the Lessee or its servants agents or other persons claiming through or under the Lessee of any water, gas, electricity or other services to the Demised Premises.

### **Escape of Harmful Agent**

The overflow leakage or escape of water, fire, gas, electricity, any other harmful agent or contamination within the meaning of that term under the Contaminated Sites Act 2003 in or from the Demised Premises caused by or contributed to by any act or omission on the part of the Lessee or its servant's agents or any other person in the Demised Premises with the express or implied consent of the Lessee.

### **Failure to Notify**

The failure of the Lessee to notify the Lessor of any known danger in or about the Demised Premises.

#### Use of Demised Premises

Loss (including loss of life), damage or injury from any cause to property or person caused or contributed to by the use of Demised Premises by the Lessee or its servant's agents or any other persons in the Demised Premises.

#### Personal Injuries

Loss, damage or injury sustained by the Lessee or any servant, workman, employee, client, customer, visitor, invitee or licensee of the Lessee or any member of the public in, upon or about the Demised Premises.

### **PROPERTY INSURANCE**

The Lessor will insure and keep insured the Leased Premises under its own policies of insurance and the Lessee shall pay to the Lessor the sum of \$500 excess for each claim and the Lessor shall at its own cost meet all other costs not met by the insurer. The Lessor may determine to not seek reinstatement or replacement of any structure so insured.

### **PUBLIC LIABILITY INSURANCE**

To effect and keep effected in respect of the Leased Premises adequate public risk insurance in the names of the Lessor and the Lessee for their respective rights and interests in any amount not less than \$10,000,000 in respect of any one claim with an insurance company approved by the Lessor.

### **NOT TO INVALIDATE INSURANCES**

Not to do or permit or suffer to be done in, about or upon the Leased Premises any act or thing whereby any policy of insurance may become void or voidable.

### **PROOF OF INSURANCE**

To deliver to the Lessor on or before the expiration of each year of the Term and at any other time upon the request of the Lessor valid certificates of currency in respect of all such insurance policies issued by the insurance companies with which the policies have been effected by the Lessee.

### **TO YIELD UP**

At the expiration or sooner determination of the Term of the Lease to yield up the Leased Premises in such state of repair and condition as is consistent with the proper performance by the Lessee of the covenants contained in this Lease and to remove from the Leased Premises such fixture, fitting, plant, equipment or other property in or upon the Leased Premises as the Lessor shall require the Lessee to remove and the Lessee must on such removal forthwith make good any damage which is occasioned by such removal.

## **2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE:**

### **NO INTERFERENCE BY LESSOR**

That subject to the terms and conditions of this lease the Lessee may use and occupy the Leased Premises during the term of the Lease without any interference from the Lessor or any person claiming any interest in the Leased Premises through the Lessor.

### **LEASE COSTS**

The Lessor shall at its own expense pay for all costs for the preparation stamping and registration of this Lease.

### **3. THE LESSOR AND THE LESSEE AGREE THAT:**

#### **DEFAULT BY LESSEE**

If during the Term the Lessee makes default in the due performance or observance of any of the Lessee's Covenants and such default is not remedied within 30 days after notice thereof is given by the Lessor or if the Lessee is wound up or ceases to operate then the Lessor may terminate this lease and the rights of the Lessee under this lease provided that if the default is capable of being remedied by the Lessor, then the Lessor may in its discretion itself remedy the default or cause it to be remedied (for which purpose the Lessor by agents, workmen or otherwise has full power to enter upon the Leased Premises) and the costs and expenses incurred by the Lessor in remedying the default or causing it to be remedied are a debt payable by the Lessee to the Lessor on demand.

#### **TERMINATION OF LEASE**

The Lessor may terminate this Lease by giving six (6) months' written notice to the Lessee, notwithstanding that the Lessee is not in default and notwithstanding that the term of the Lease has not expired and the Lessee may terminate this Lease by giving three (3) months written notice to the Lessor notwithstanding that the term of the Lease has not expired. Such termination by either party does not waive the rights of the Lessor and/or the Lessee to seek a payment for compensation.

#### **HOLDING OVER**

If the Lessee remains in possession of the Leased Premises with the permission of the Lessor after the expiration or sooner determination of the Term the Lessee will hold the Leased Premises as a monthly tenant subject to all the covenants and conditions contained in this Lease as far as they are applicable to a monthly tenancy and the tenancy so constituted may be terminated by one month's notice given by either party which notice may be given so as to expire at any time.

#### **ARBITRATION**

Any dispute or difference arising between the parties in respect of any of the matters referred to in this Lease shall be referred to arbitration under the provisions of the Commercial Arbitration Act 1985.

#### **NOTICES**

Any notice to be served on the Lessee under this Lease is to be served by the Lessor by delivery to the Lessee at the Leased Premises.

#### **SPECIAL TERMS**

The Lessor and the Lessee will each comply with and observe and perform their respective obligations under any special term or condition shown at Item 6 of the Schedule hereto.

## The Schedule

1. Lessor Shire of Denmark of 953 South Coast Highway  
Denmark WA 6333
2. Lessee Denmark Community Resource Centre Inc.
3. Leased Premises Portion of Reserve 18587, Lot 228, being the buildings and internal areas shown in yellow on Appendix 1 & 2, including the morgue (fmr).
4. Term of Lease Five (5) years commencing on XXX and expiring on XXX.
5. Further Term of Lease Five (5) years from the date of expiry as mentioned in Item 4 above.
6. Annual Rent One Dollars (\$1.00) per annum plus GST for each year of the Term of Lease
7. Special Conditions
  - a) Pursuant to Council Policy P030101 Council will annually consider the provision of a concession to the value of the local government rates levied with respect to the property, noting that the Lessee is requirement to meet any costs applicable to the property relating to any other rates and taxes including, but not limited to, the Emergency Services Levy and refuse charges.
  - b) Council's Principal Building Surveyor shall, at least on an annual basis (in conjunction with the Lessee), inspect all leased buildings and land to ascertain their state of maintenance pursuant to the lease to determine the priority for future and long term maintenance to be undertaken by the Lessee.
  - c) Notwithstanding that the Lease requires the Lessee to repair and maintain the demised premises, reflecting the non 'exclusive club' usage and fact that the buildings performs a valuable service for wider community benefit, noting also that Building 5 will be leased to another group and has no water sub meter, the Lessor shall annually (subject to its annual budget considerations) contribute to the maintenance of the Leased Premises and the Lessee will forward to the Lessor a tax invoice for that contribution amount.
  - d) The intent of the former Denmark Hospital buildings are for a vibrant and active community space that reflects, facilitates and responds to the values and changing needs of our community and community groups, with the predominant use of the facility being for not-for-profit community activities.
  - e) Where incidental use of the facility involves commercial office, commercial (profit to an individual or business rather than a community group) activities;
    - i. That these uses are infrequent and minor and/or of a business incubator environment.
    - ii. That where such uses are more regular and/or ongoing (extends more than a year), that the rents, fees and charges proposed are structured



to ensure that the Council and community is not seen as providing an unfair or subsidised facility that competes with private enterprise (a level playing field) and the Lessor permission will be sought who may impose conditions or limitations on that proposed use and or may refuse that use if in the opinion of the Lessor it is inconsistent with the principal community activities intended for the Morgan Richards Community Centre.

- f) That the fees and charges relating to hire of areas allocated to ingoing tenants/users exclusive use be structured on the following principles;
  - i. Use by not-for-profit community activities – user pays a discretionary sliding fee to cover Denmark Community Resource Centre’s overheads;
  - ii. Use by commercial activities – user pays plus return (profit);
  - iii. Use by government or government contracted activities - user pays plus return (profit).
- g) That there be a ‘user group’ consultation approach to dispute resolution of the users and to guide the Lessee as the overall facility manager with a requirement of the Lessee to coordinate regular meetings comprising representatives from the sub-lessees and/or regular users and if deemed appropriate from time to time, a Lessor nominated representative.
- h) The Denmark Community Resource Centre is to provide reasonable access to the Building 5 leased area and can levy a fee for electricity agreed by the mutual reading of an electricity meter, but cannot charge a contribution for water, nor for the ablutions.
- i) With the exception of the two northern and southern courtyard areas and all gardens within 5 metres of the perimeter of the buildings, which shall be the maintenance responsibility of the Lessee, all other external pedestrian and vehicular surfaces adjacent to the buildings outside of this perimeter remain the Lessors responsibility for maintenance.
- j) Any occupation allowed by the Lessee by caretaker(s) are to be bound by an appropriate written agreement between the Lessee and the occupant(s), taking into account any other written law that may govern that occupation.
- k) The Lessor acknowledges that the Denmark Community Resource Centre Inc. has contributed the sum of \$285,000, including grant funding from the Department of Regional Development of \$179,000, towards the cost of the refurbishment of the Morgan Richards Community Centre and that this is also taken into account in the annual rent.

ATTESTATION SHEET

Executed by the parties as a Deed on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

LESSOR SIGNS HERE

The Common Seal of )  
SHIRE OF DENMARK )  
was hereunto affixed )  
in the presence of )

\_\_\_\_\_  
Cr Ross Thornton  
Shire President

\_\_\_\_\_  
Dale Stewart  
Chief Executive Officer

LESSEE SIGNS HERE

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_  
PLEASE PRINT

Name \_\_\_\_\_  
PLEASE PRINT

President / Chairperson

Secretary / Treasurer

**INSTRUCTIONS**

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.

**NOTES**

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch.  
The Volume and Folio number to be stated.
2. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**  
In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the certificate(s) of title:  
a) In the Second Schedule;  
b) If no Second Schedule, that are encumbrances.  
(Unless to be removed by action or document before registration hereof)  
  
Do not show any:  
(a) Easement Benefits or Restrictive/Covenant Benefits; or  
(b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).  
The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan".  
If none show "nil".
3. **LESSOR**  
State the full name of the Lessor/Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent.
4. **LESSEE**  
State full name of the Lessee/Lesseees and the address/addresses to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
5. **TERM OF LEASE**  
Must exceed 3 years.  
Term to be stated in years, months and days or as the case may be. Commencement date to be stated. Options to renew to be shown.
6. **RECITE ANY EASEMENTS TO BE CREATED**  
Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".
7. State amount of yearly rental in figures.
8. State term of payment.
9. Insert any Covenants required.
10. **LESSOR/LESSEE EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

**LEASE OF CROWN LAND (L)**

LODGED BY  
Shire of Denmark

ADDRESS  
953 South Coast Highway (PO Box 183)  
DENMARK WA 6333

PHONE No. (08) 9848 0300

FAX No. ((08) 9848 1985

REFERENCE No.

ISSUING BOX No.

PREPARED BY  
Shire of Denmark

ADDRESS  
953 South Coast Highway (PO Box 183)  
DENMARK WA 6333

PHONE No. (08) 9848 0300

FAX No. ((08) 9848 1985

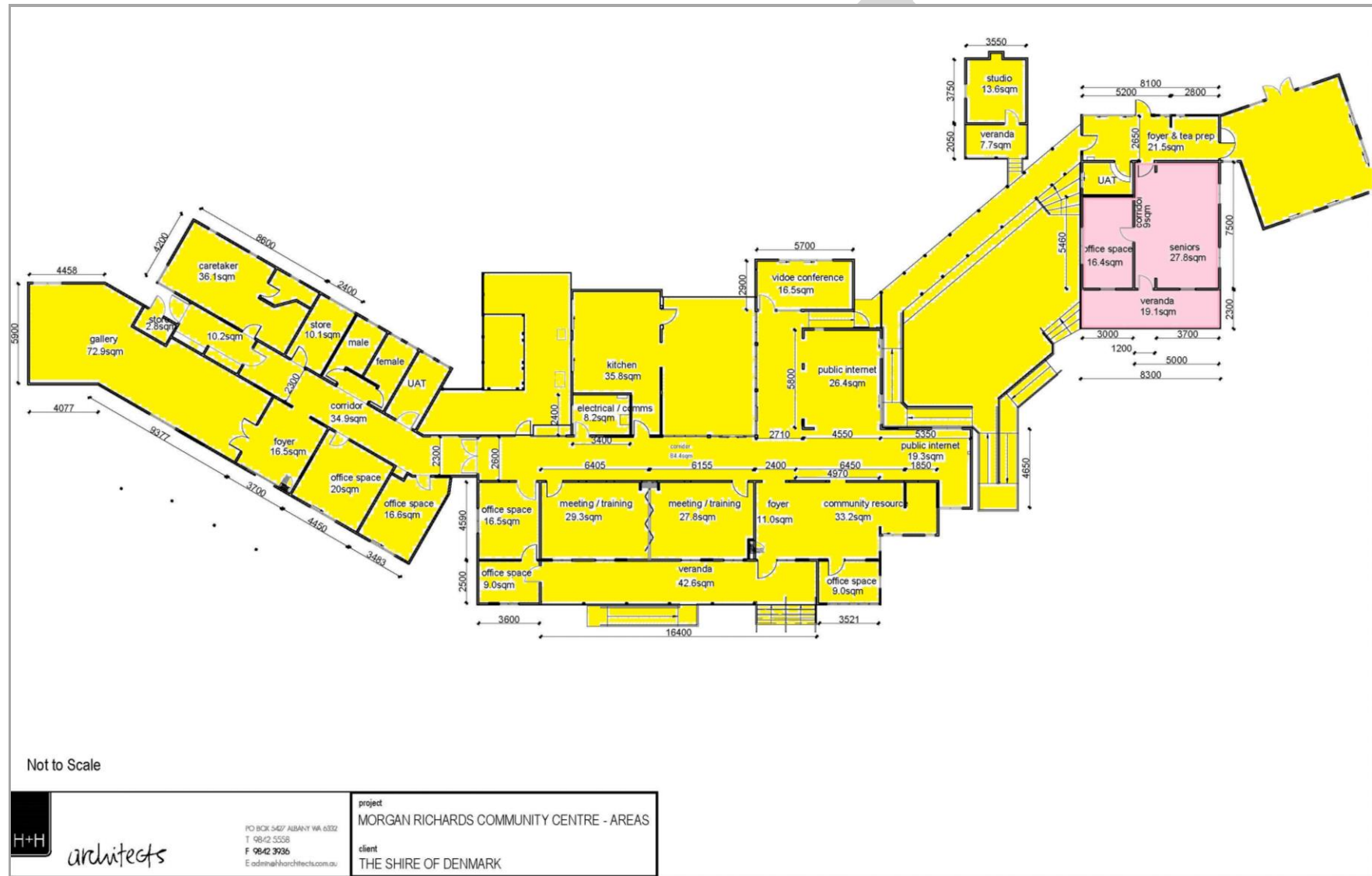
INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	Receiving Clerk
6. _____	

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

Appendix 1 – Portion of Reserve 18587 (fmr Denmark Hospital) – entire building area with the exception of the area shaded pink



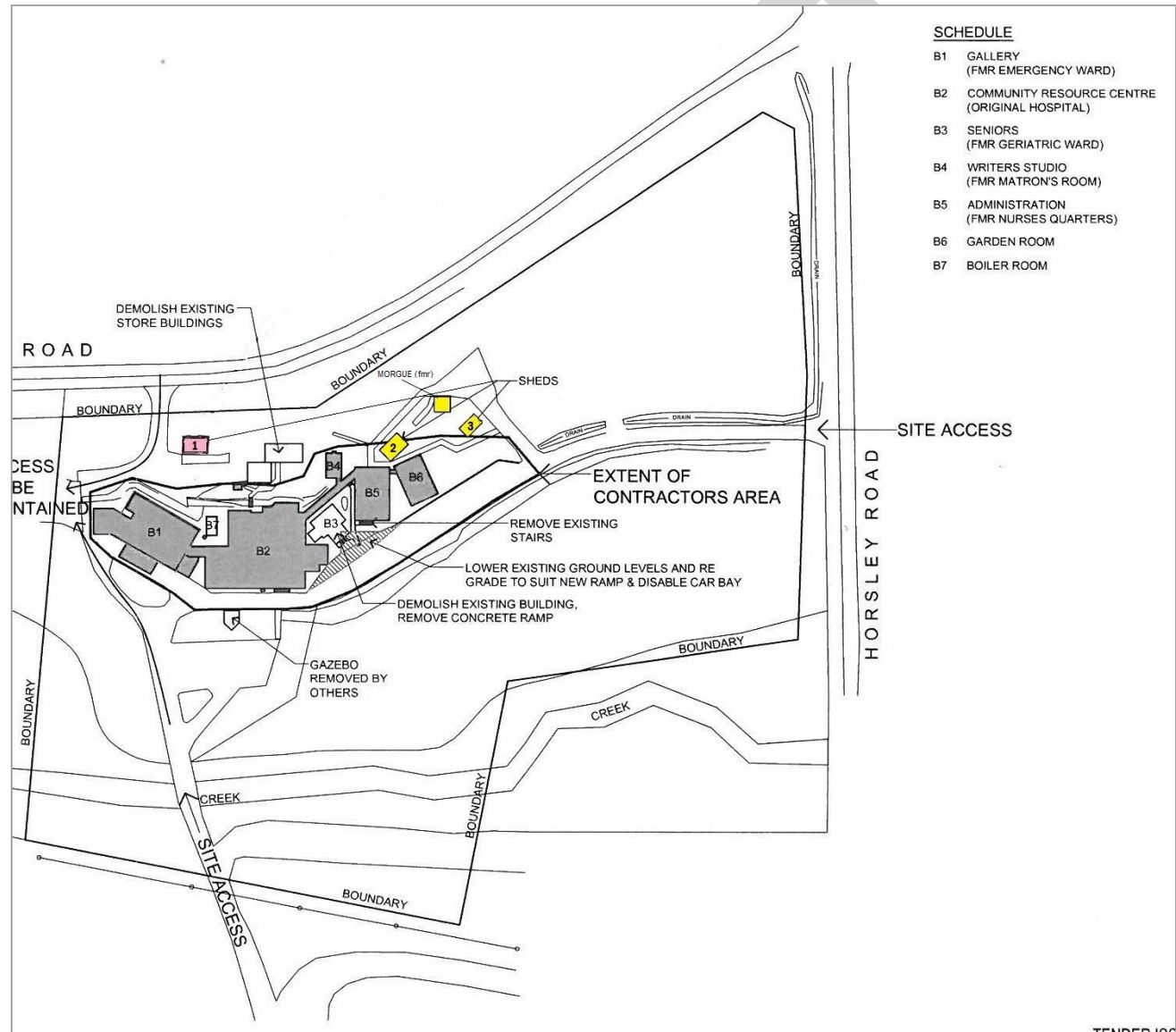
Not to Scale



PO BOX 3427 ABBOTSBURY WA 6302  
 T 0842 5558  
 F 0842 3936  
 E aden@h+harchitects.com.au

project  
 MORGAN RICHARDS COMMUNITY CENTRE - AREAS  
 client  
 THE SHIRE OF DENMARK

Appendix 2 – Two Sheds (numbered 2 & 3) & the Morgue, depicted in yellow, noting that Shed 1 (shaded pink) is not included in the leased area.



DRAFT

**LEASE**

**Between SHIRE OF DENMARK &  
DENMARK OVER 50S ASSOCIATION INC.  
for Portion of Reserve 18587**

WESTERN AUSTRALIA  
LAND ADMINISTRATION ACT 1997  
TRANSFER OF LAND ACT 1893 AS AMENDED

### LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (Note 1)

Portion of Reserve 18587, Lot 228 on Deposited Plan 217468	EXTENT Portion	VOLUME LR3002	FOLIO 274
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LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 2)

LESSOR/LESSORS (Note 3)

SHIRE OF DENMARK OF 953 SOUTH COAST HIGHWAY DENMARK

LESSEE/LESSEES (Note 4)

DENMARK OVER 50s ASSOCIATION INC.

TERM OF LEASE (Note 5)

Five Years Zero Months Zero Days

Commencing from the **XXX** day of **XXX** in the year **XXX**

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

Nil

for the above term for a rental of \$1.00, which shall be deemed to have been paid by the Lessee to the Lessor

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("the Lessor")**

**and**

**Denmark Over 50s Association Inc.  
("the Lessee")**

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### **TO YIELD UP**

At the expiration or sooner determination of the Term of the Lease to yield up the Leased Premises in such state of repair and condition as is consistent with the proper performance by the Lessee of the covenants contained in this Lease and to remove from the Leased Premises such fixture, fitting, plant, equipment or other property in or upon the Leased Premises as the Lessor shall require the Lessee to remove and the Lessee must on such removal forthwith make good any damage which is occasioned by such removal.

## **2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE:**

### **NO INTERFERENCE BY LESSOR**

That subject to the terms and conditions of this lease the Lessee may use and occupy the Leased Premises during the term of the Lease without any interference from the Lessor or any person claiming any interest in the Leased Premises through the Lessor.

### **LEASE COSTS**

The Lessor shall at its own expense pay for all costs for the preparation stamping and registration of this Lease.

### **3. THE LESSOR AND THE LESSEE AGREE THAT:**

#### **DEFAULT BY LESSEE**

If during the Term the Lessee makes default in the due performance or observance of any of the Lessee's Covenants and such default is not remedied within 30 days after notice thereof is given by the Lessor or if the Lessee is wound up or ceases to operate then the Lessor may terminate this lease and the rights of the Lessee under this lease provided that if the default is capable of being remedied by the Lessor, then the Lessor may in its discretion itself remedy the default or cause it to be remedied (for which purpose the Lessor by agents, workmen or otherwise has full power to enter upon the Leased Premises) and the costs and expenses incurred by the Lessor in remedying the default or causing it to be remedied are a debt payable by the Lessee to the Lessor on demand.

#### **TERMINATION OF LEASE**

The Lessor may terminate this Lease by giving six (6) months' written notice to the Lessee, notwithstanding that the Lessee is not in default and notwithstanding that the term of the Lease has not expired and the Lessee may terminate this Lease by giving three (3) months written notice to the Lessor notwithstanding that the term of the Lease has not expired. Such termination by either party does not waive the rights of the Lessor and/or the Lessee to seek a payment for compensation.

#### **HOLDING OVER**

If the Lessee remains in possession of the Leased Premises with the permission of the Lessor after the expiration or sooner determination of the Term the Lessee will hold the Leased Premises as a monthly tenant subject to all the covenants and conditions contained in this Lease as far as they are applicable to a monthly tenancy and the tenancy so constituted may be terminated by one month's notice given by either party which notice may be given so as to expire at any time.

#### **ARBITRATION**

Any dispute or difference arising between the parties in respect of any of the matters referred to in this Lease shall be referred to arbitration under the provisions of the Commercial Arbitration Act 1985.

#### **NOTICES**

Any notice to be served on the Lessee under this Lease is to be served by the Lessor by delivery to the Lessee at the Leased Premises.

#### **SPECIAL TERMS**

The Lessor and the Lessee will each comply with and observe and perform their respective obligations under any special term or condition shown at Item 6 of the Schedule hereto.

## The Schedule

1. Lessor Shire of Denmark of 953 South Coast Highway  
Denmark WA 6333
2. Lessee Denmark Over 50s Association Inc.
3. Leased Premises Portion of Reserve 18587, Lot 228, 2 Scotsdale Road,  
Denmark, being the building as denoted in pink on  
Appendix 1.
4. Term of Lease Five (5) years commencing on XXX  
and expiring on XXX.
5. Further Term of Lease Five (5) years from the date of expiry as mentioned in Item 4  
above.
6. Annual Rent One Dollars (\$1.00) per annum plus GST for each year  
of the Term of Lease.
7. Special Conditions
  - a) Pursuant to Council Policy P030101 Council will annually consider the provision of a concession to the value of the local government rates levied with respect to the property, noting that the Lessee is requirement to meet any costs applicable to the property relating to any other rates and taxes including, but not limited to, the Emergency Services Levy and refuse charges.
  - b) Council's Principal Building Surveyor shall, at least on an annual basis (in conjunction with the lessee), inspect all leased buildings and land to ascertain their state of maintenance pursuant to the lease to determine the priority for future and long term maintenance to be undertaken by the Lessee.
  - c) The Denmark Community Resource Centre is to provide reasonable access to the Building 5 leased area, occupied and leased by the Denmark Over 50s Association Inc., and may be levied a fee for electricity agreed by the mutual reading of an electricity meter by the Denmark Community Resource Centre Inc. and the Denmark Over 50s Association Inc., but cannot charge a contribution for water, nor for cleaning, maintenance or access to the ablutions.
  - d) The Lessor acknowledges that the Denmark Over 50s Association Inc. has contributed the sum of \$13,000 towards the cost of the refurbishment of the Morgan Richards Community Centre and that this is also taken into account in the annual rent.

ATTESTATION SHEET

Executed by the parties as a Deed on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

LESSOR SIGNS HERE

The Common Seal of )  
SHIRE OF DENMARK )  
was hereunto affixed )  
in the presence of )

\_\_\_\_\_  
Cr Ross Thornton  
Shire President

\_\_\_\_\_  
Dale Stewart  
Chief Executive Officer

LESSEE SIGNS HERE

Signed \_\_\_\_\_

Name \_\_\_\_\_  
PLEASE PRINT

President / Chairperson

Signed \_\_\_\_\_

Name \_\_\_\_\_  
PLEASE PRINT

Secretary / Treasurer

**INSTRUCTIONS**

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.

**NOTES**

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch.  
The Volume and Folio number to be stated.
2. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**  
In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the certificate(s) of title:  
a) In the Second Schedule;  
b) If no Second Schedule, that are encumbrances.  
(Unless to be removed by action or document before registration hereof)  
  
Do not show any:  
(a) Easement Benefits or Restrictive/Covenant Benefits; or  
(b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).  
The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan".  
If none show "nil".
3. **LESSOR**  
State the full name of the Lessor/Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent.
4. **LESSEE**  
State full name of the Lessee/Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
5. **TERM OF LEASE**  
Must exceed 3 years.  
Term to be stated in years, months and days or as the case may be. Commencement date to be stated. Options to renew to be shown.
6. **RECITE ANY EASEMENTS TO BE CREATED**  
Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".
7. State amount of yearly rental in figures.
8. State term of payment.
9. Insert any Covenants required.
10. **LESSOR/LESSEE EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

OFFICE USE ONLY

**LEASE OF CROWN LAND (L)**

LODGED BY  
Shire of Denmark

ADDRESS  
953 South Coast Highway (PO Box 183)  
DENMARK WA 6333

PHONE No. (08) 9848 0300

FAX No. ((08) 9848 1985

REFERENCE No.

ISSUING BOX No.

PREPARED BY  
Shire of Denmark

ADDRESS  
953 South Coast Highway (PO Box 183)  
DENMARK WA 6333

PHONE No. (08) 9848 0300

FAX No. ((08) 9848 1985

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

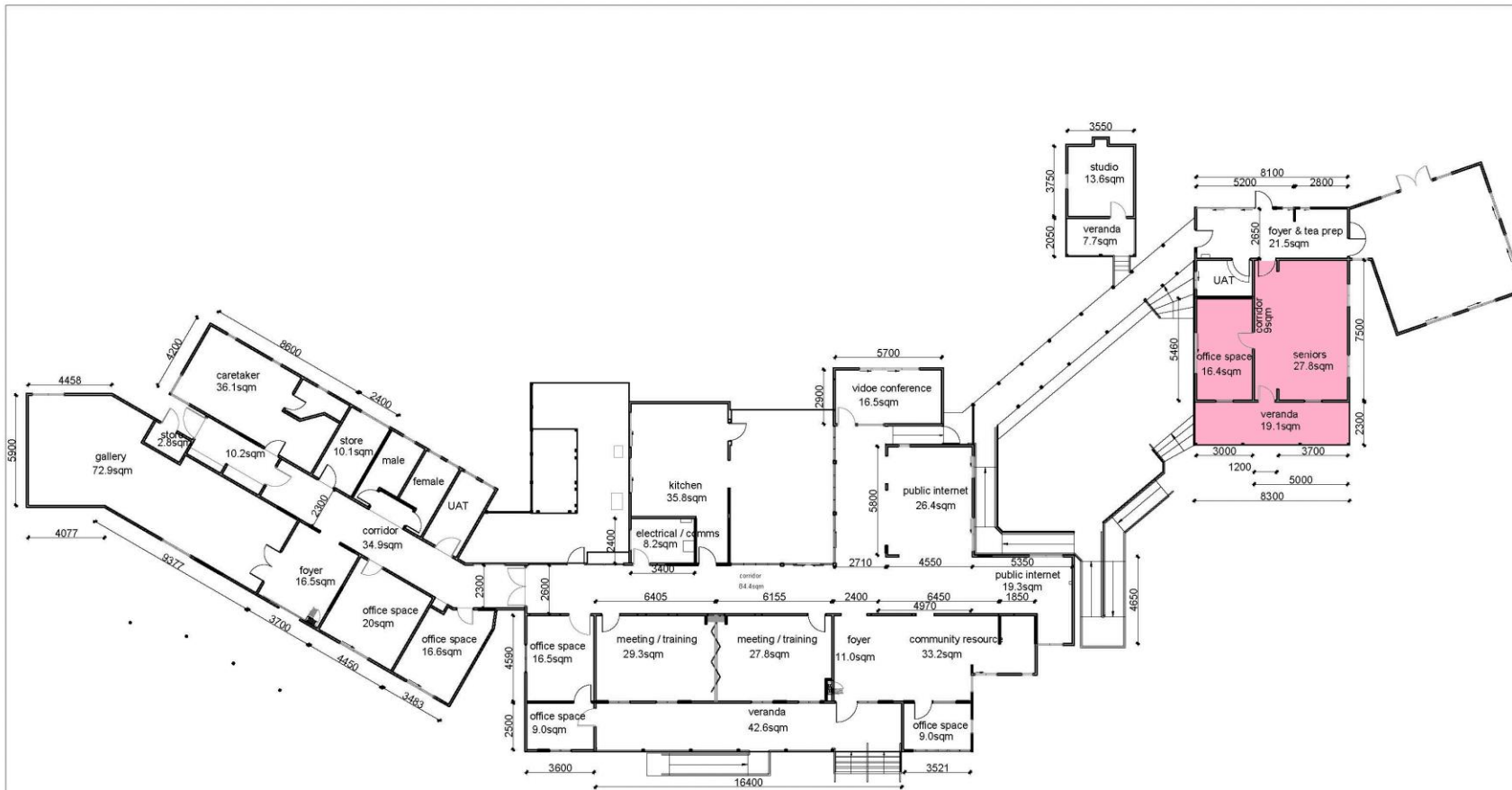
TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	Receiving Clerk
6. _____	

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED

# Appendix 1



Not to Scale

	PO BOX 5427 ALBANY WA 6332 T 0842 5558 F 0842 3936 E admin@harchitects.com.au	project <b>MORGAN RICHARDS COMMUNITY CENTRE - AREAS</b>
		client <b>THE SHIRE OF DENMARK</b>



DRAFT

**LEASE**

**Between SHIRE OF DENMARK &  
DENMARK ARTS COUNCIL INC.  
for Portion of Reserve 45623 &  
Portion of Reserve 18587**

WESTERN AUSTRALIA  
LAND ADMINISTRATION ACT 1997  
TRANSFER OF LAND ACT 1893 AS AMENDED

### LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (Note 1)

	EXTENT	VOLUME	FOLIO
Portion of Reserve 45623, Lot 1093 on Deposited Plan 217468	Portion	LR3038	815
&	&	&	&
Portion of Reserve 18587, Lot 228 on Deposited Plan 217468	Portion	LR3002	274

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 2)

LESSOR/LESSORS (Note 3)

SHIRE OF DENMARK OF 953 SOUTH COAST HIGHWAY DENMARK

LESSEE/LESSEES (Note 4)

DENMARK ARTS COUNCIL INC.

TERM OF LEASE (Note 5)

Five Years Zero Months Zero Days

Commencing from the **XXX** day of **XXX** in the year **XXX**

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

Nil

for the above term for a rental of \$1.00, which shall be deemed to have been paid by the Lessee to the Lessor

**Shire of Denmark  
("the Lessor")**

**and**

**Denmark Arts Council Inc.  
("the Lessee")**

**LEASE**

**RESERVES 45623 & 18587 ARE VESTED IN THE LESSOR FOR THE PURPOSE OF Civic Purposes WITH POWER TO LEASE FOR ANY TERM NOT EXCEEDING TWENTY-ONE (21) YEARS SUBJECT TO THE CONSENT OF THE MINISTER FOR LANDS AND THIS LEASE IS SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE *LAND ADMINISTRATION ACT 1997* AND THE *TRANSFER OF LAND ACT 1893 AS AMENDED* (UNLESS HEREBY NEGATIVED OR MODIFIED) AND TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.**

---

**THIS LEASE** is made the **XXX** day of **XXX XXX** BETWEEN the Lessor named in Item 1 of the Schedule hereto and the Lessee named in Item 2 of the Schedule hereto.

**WHEREAS:**

The Lessor has agreed to lease and the Lessee has agreed to take on lease, the land described in Item 3 of the Schedule hereto (which together with the buildings erections improvements fixtures and fittings thereon are collectively hereinafter "the Leased Premises") for the Term and on commencement date stated in Item 4 of the Schedule hereto.

**1. THE LESSEE COVENANTS WITH THE LESSOR:**

**TO PAY RENT**

To pay on or before the due date for payment the rent reserved at the times and in the manner stated in Item 5 of the Schedule hereto.

**TO PAY OUTGOINGS**

To pay and discharge on or before the due date for payment all present and future outgoings including all rates and taxes, charges, assessments, licence fees, duties, impositions, penalties and other outgoings whatever which now or at any time during the Term are assessed and charged upon or in respect of the Leased Premises or the use or occupation of the Leased Premises or any part of the Leased Premises and any amount for water, electricity or gas consumed in the Leased Premises.

**COMPLY WITH LEGISLATION**

At all times during the Term to duly and punctually comply with, observe and carry out and conform to the provisions of all statutes (State or Federal) and all subsidiary legislation now or hereafter in force and all requirements and orders of any authority, statutory or otherwise, which affect the leased premises or the use of the Leased Premises or which impose any duty or obligations upon the owner or occupier of the Leased Premises.

**TO REPAIR AND MAINTAIN**

At the Lessee's own expense other than structural building repairs which shall be at the expense of the Lessor to keep and maintain the Leased Premises in good repair, order and condition including painting of internal surfaces, pest control and clean and free of refuse and vermin.

"*Structural Building Repairs*" means substantial and major repairs or replacement of essential structures relating to all loads, internal actions, material properties and foundation conditions that significantly affect structural sufficiency or serviceability including but not limited to:

- Floors
- Concrete Slab
- Masonry
- Roof Covering and Roof Structure
- Footings and Foundations
- Painting of External Surfaces
- Outer Walls of any construction but does not include windows, doors, doorframes and door furniture
- Ceilings
- Sewerage, drainage and water supply but does not include taps and other visible water fittings.

## **NOTICE OF DAMAGE**

To inform the Lessor in writing of any damage to or defect in the Leased Premises likely to cause any injury to any persons thereon immediately the Lessee becomes aware of it.

## **USE OF LEASED PREMISES**

To use the Leased Premises only for the purpose of carrying on in a proper manner the objects of the Lessee as set out in its constitution or Articles of Association as at the date of signing of this lease. Such uses may include an administration office, meeting and work rooms for the Association, a caretakers residence and or short term artists in residence program but not crisis or other forms of accommodation relating to relief of the aged or the poor.

## **NUISANCE**

Not to allow anything to be done or to occur in or about the Leased Premises which is noxious, offensive or audibly or visually a nuisance.

## **NOT DAMAGE TREES**

Not to destroy, cut down, prune or damage any living tree on the Leased Premises without the Lessor's consent.

## **PAY LESSOR'S EXPENSES**

To pay to the Lessor on demand all sums of money which the Lessor may pay or expend in connection with performing, discharging or executing any requisition or works or abating any nuisance referred to in the preceding provisions of this Lease and which the Lessee fails to perform, discharge, execute or abate.

## **NO ASSIGNMENT**

Not to assign, mortgage, sub-let or part with the possession of or dispose of the Lease Premises or any part of the Leased Premises or the benefit at law or in equity of this Lease without the prior written consent of the Lessor and, if required by law, of the Minister for Lands having first being obtained.

## **INDEMNITY**

The lessee shall indemnify and shall hold indemnified the Minister for Lands and the Lessor from and against all actions claims demands losses costs and expenses which the Minister for Lands or Lessor sustains or incurs or for which the Minister for Lands or Lessor becomes liable whether during or after the Term in respect or arising from:

### **Breach of Covenant**

Loss, damage or injury from any cause to property or person upon the Demised Premises occasioned or contributed to by the neglect or default of the Lessee or its servants agents sub-tenants or other person claiming through or under the Lessee to observe or perform any covenant condition, regulation or restriction on the part of the Lessee hereunder whether positive or negative expressed or implied.

### **Misuse**

The negligent or wilful misuse waste or abuse by the Lessee or its servants agents or other persons claiming through or under the Lessee of any water, gas, electricity or other services to the Demised Premises.

### **Escape of Harmful Agent**

The overflow leakage or escape of water, fire, gas, electricity, any other harmful agent or contamination within the meaning of that term under the Contaminated Sites Act 2003 in or from the Demised Premises caused by or contributed to by any act or omission on the part of the Lessee or its servant's agents or any other person in the Demised Premises with the express or implied consent of the Lessee.

### **Failure to Notify**

The failure of the Lessee to notify the Lessor of any known danger in or about the Demised Premises.

#### Use of Demised Premises

Loss (including loss of life), damage or injury from any cause to property or person caused or contributed to by the use of Demised Premises by the Lessee or its servant's agents or any other persons in the Demised Premises.

#### Personal Injuries

Loss, damage or injury sustained by the Lessee or any servant, workman, employee, client, customer, visitor, invitee or licensee of the Lessee or any member of the public in, upon or about the Demised Premises.

### **PROPERTY INSURANCE**

The Lessor will insure and keep insured the Leased Premises under its own policies of insurance and the Lessee shall pay to the Lessor the sum of \$500 excess for each claim and the Lessor shall at its own cost meet all other costs not met by the insurer. The Lessor may determine to not seek reinstatement or replacement of any structure so insured.

### **PUBLIC LIABILITY INSURANCE**

To effect and keep effected in respect of the Leased Premises adequate public risk insurance in the names of the Lessor and the Lessee for their respective rights and interests in any amount not less than \$10,000,000 in respect of any one claim with an insurance company approved by the Lessor.

### **NOT TO INVALIDATE INSURANCES**

Not to do or permit or suffer to be done in, about or upon the Leased Premises any act or thing whereby any policy of insurance may become void or voidable.

### **PROOF OF INSURANCE**

To deliver to the Lessor on or before the expiration of each year of the Term and at any other time upon the request of the Lessor valid certificates of currency in respect of all such insurance policies issued by the insurance companies with which the policies have been effected by the Lessee.

### **TO YIELD UP**

At the expiration or sooner determination of the Term of the Lease to yield up the Leased Premises in such state of repair and condition as is consistent with the proper performance by the Lessee of the covenants contained in this Lease and to remove from the Leased Premises such fixture, fitting, plant, equipment or other property in or upon the Leased Premises as the Lessor shall require the Lessee to remove and the Lessee must on such removal forthwith make good any damage which is occasioned by such removal.

## **2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE:**

### **NO INTERFERENCE BY LESSOR**

That subject to the terms and conditions of this lease the Lessee may use and occupy the Leased Premises during the term of the Lease without any interference from the Lessor or any person claiming any interest in the Leased Premises through the Lessor.

### **LEASE COSTS**

The Lessor shall at its own expense pay for all costs for the preparation stamping and registration of this Lease.

### **3. THE LESSOR AND THE LESSEE AGREE THAT:**

#### **DEFAULT BY LESSEE**

If during the Term the Lessee makes default in the due performance or observance of any of the Lessee's Covenants and such default is not remedied within 30 days after notice thereof is given by the Lessor or if the Lessee is wound up or ceases to operate then the Lessor may terminate this lease and the rights of the Lessee under this lease provided that if the default is capable of being remedied by the Lessor, then the Lessor may in its discretion itself remedy the default or cause it to be remedied (for which purpose the Lessor by agents, workmen or otherwise has full power to enter upon the Leased Premises) and the costs and expenses incurred by the Lessor in remedying the default or causing it to be remedied are a debt payable by the Lessee to the Lessor on demand.

#### **TERMINATION OF LEASE**

The Lessor may terminate this Lease by giving six (6) months' written notice to the Lessee, notwithstanding that the Lessee is not in default and notwithstanding that the term of the Lease has not expired and the Lessee may terminate this Lease by giving three (3) months written notice to the Lessor notwithstanding that the term of the Lease has not expired. Such termination by either party does not waive the rights of the Lessor and/or the Lessee to seek a payment for compensation.

#### **HOLDING OVER**

If the Lessee remains in possession of the Leased Premises with the permission of the Lessor after the expiration or sooner determination of the Term the Lessee will hold the Leased Premises as a monthly tenant subject to all the covenants and conditions contained in this Lease as far as they are applicable to a monthly tenancy and the tenancy so constituted may be terminated by one month's notice given by either party which notice may be given so as to expire at any time.

#### **ARBITRATION**

Any dispute or difference arising between the parties in respect of any of the matters referred to in this Lease shall be referred to arbitration under the provisions of the Commercial Arbitration Act 1985.

#### **NOTICES**

Any notice to be served on the Lessee under this Lease is to be served by the Lessor by delivery to the Lessee at the Leased Premises.

#### **SPECIAL TERMS**

The Lessor and the Lessee will each comply with and observe and perform their respective obligations under any special term or condition shown at Item 6 of the Schedule hereto.

## The Schedule

1. Lessor Shire of Denmark of 953 South Coast Highway  
Denmark WA 6333
2. Lessee Denmark Arts Council Inc.
3. Leased Premises Portion of Reserve 45623, Lot 1093, 2 Scotsdale Road,  
Denmark being the building as denoted in red on Appendix 1;  
and portion of Reserve 18587, Lot 228, (Shed No. 1), being  
the building as denoted in red on Appendix 2.
4. Term of Lease Five (5) years commencing on XXX  
and expiring on XXX.
5. Further Term of Lease Five (5) years from the date of expiry as mentioned in Item 4  
above.
6. Annual Rent One Dollars (\$1.00) per annum plus GST for each year  
of the Term of Lease
7. Special Conditions
  - a) Pursuant to Council Policy P030101 Council will annually consider the provision of a concession to the value of the local government rates levied with respect to the property, noting that the Lessee is requirement to meet any costs applicable to the property relating to any other rates and taxes including, but not limited to, the Emergency Services Levy and refuse charges.
  - b) Council's Principal Building Surveyor shall, at least on an annual basis (in conjunction with the Lessee), inspect all leased buildings and land to ascertain their state of maintenance pursuant to the lease to determine the priority for future and long term maintenance to be undertaken by the Lessee.
  - c) With the exception of the northern exterior paved area courtyard and all gardens within 5 metres of the perimeter of the buildings, which shall be the maintenance responsibility of the Lessee, all other external pedestrian and vehicular surfaces adjacent to the buildings outside of this perimeter remain the Lessors responsibility for maintenance. Notwithstanding the "Not Damage Trees" clause, the Lessee is permitted to undertake pruning of vegetation and/or trees to maintain access within the 5 metres of the perimeter of the buildings, without the permission of the Lessor.
  - d) Any occupation allowed by the Lessee by caretaker(s) or artist(s) in residence, are to be bound by an appropriate written agreement between the lessee and the occupant(s), taking into account any other written law that may govern that occupation.
  - e) The Lessor acknowledges that the Denmark Arts Inc. has contributed the sum of \$67,000 towards the cost of the refurbishment of the former Frail Aged Lodge component of the Morgan Richards Community Centre and that this is also taken into account in the annual rent.



ATTESTATION SHEET

Executed by the parties as a Deed on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

LESSOR SIGNS HERE

The Common Seal of )  
SHIRE OF DENMARK )  
was hereunto affixed )  
in the presence of )

\_\_\_\_\_  
Cr Ross Thornton  
Shire President

\_\_\_\_\_  
Dale Stewart  
Chief Executive Officer

LESSEE SIGNS HERE

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_  
PLEASE PRINT

Name \_\_\_\_\_  
PLEASE PRINT

President / Chairperson

Secretary / Treasurer

**INSTRUCTIONS**

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
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**NOTES**

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch.  
The Volume and Folio number to be stated.
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In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the certificate(s) of title:
  - a) In the Second Schedule;
  - b) If no Second Schedule, that are encumbrances.  
(Unless to be removed by action or document before registration hereof)

Do not show any:

  - (a) Easement Benefits or Restrictive/Covenant Benefits; or
  - (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).  
The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan".  
If none show "nil".
3. **LESSOR**  
State the full name of the Lessor/Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent.
4. **LESSEE**  
State full name of the Lessee/Lesseees and the address/addresses to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
5. **TERM OF LEASE**  
Must exceed 3 years.  
Term to be stated in years, months and days or as the case may be. Commencement date to be stated. Options to renew to be shown.
6. **RECITE ANY EASEMENTS TO BE CREATED**  
Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".
7. State amount of yearly rental in figures.
8. State term of payment.
9. Insert any Covenants required.
10. **LESSOR/LESSEE EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

OFFICE USE ONLY

**LEASE OF CROWN LAND (L)**

LODGED BY  
Shire of Denmark

ADDRESS  
953 South Coast Highway (PO Box 183)  
DENMARK WA 6333

PHONE No. (08) 9848 0300

FAX No. ((08) 9848 1985

REFERENCE No.

ISSUING BOX No.

PREPARED BY  
Shire of Denmark

ADDRESS  
953 South Coast Highway (PO Box 183)  
DENMARK WA 6333

PHONE No. (08) 9848 0300

FAX No. ((08) 9848 1985

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	Receiving Clerk
6. _____	

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED

**Appendix 1 – Portion of Reserve 45623 (fmr Frail Aged Lodge) – depicted in red**





Appendix 2 – Portion of Reserve 18587 (Shed No. 1) – depicted in red

