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## Lease of Land

Dated *19 December* 2012

**The Honourable Brian Neal Wightman**  
("Minister")

and

**Clarence City Council** ("Lessee")

**The Crown Solicitor of Tasmania**  
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# Lease of Land

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# Lease of Land

## Details

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<b>Parties</b>	<b>Minister, Lessee</b>	
<b>Minister</b>	<b>Name</b>	<b>The Honourable David James O'Byrne</b> being and as the Minister for the time being administering the Act (" <b>Minister</b> ")
	<b>Address</b>	C/- Information and Land Services Division Department of Primary Industries, Parks, Water and Environment GPO Box 44, Hobart, Tasmania
	<b>Telephone</b>	(03) 6233 6413
	<b>Fax</b>	(03) 6233 6655
<hr/>		
<b>Lessee</b>	<b>Name</b>	<b>The person or organisation referred to in Item 1 of the Second Schedule ("<b>Lessee</b>")</b>
<hr/>		
<b>Recitals</b>	<b>A</b>	The Minister, acting under the powers conferred by the Act, has agreed to grant the Lessee a lease of the Land upon the following terms.
	<b>B</b>	The Lessee has agreed to accept a lease of the Land upon the following terms..
<hr/>		
<b>Date of Lease</b>	See Signing page	

# General terms

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## 1 Definitions and interpretation

### 1.1 Definitions

In this Lease unless the contrary is expressed or the context requires otherwise:

“**Act**” means the *Crown Lands Act 1976* (Tas);

“**Business Day**” means a day on which authorised deposit-taking institutions (as defined in the *Banking Act 1959* (Cwlth)) in Hobart are open for general banking business excluding Saturdays, Sundays and public holidays;

“**Commencement Date**” means the date set out at Item 2 of the Second Schedule;

“**Insolvent**” means:

- (a) being wound up (other than for the purpose of restructure);
- (b) having a controller appointed;
- (c) coming under administration under the *Corporations Act 2001* (Cwlth.);
- (d) being subject to an order for winding up or reconstruction; or
- (e) having a receiver, a receiver and manager, an agent in possession, a trustee or guardian appointed to the property of the corporation;

“**Interest Rate**” means the same rate as the rate prescribed for the purposes of section 36(a)(ii) of the Act;

“**Land**” means the land described in Item 3 of the Second Schedule;

“**Lease**” or “**this Lease**” means this lease granted under, and subject to, the provisions of the Act;

“**Minister**” means the Minister administering the Act and his or her successors in office;

“**Permitted Purpose**” means the purpose set out in Item 4 of the Second Schedule and reasonably necessary ancillary purposes;

“**Rent**” means the rent referred to in clause 3 (*Rent*);

**“Term”** means:

- (a) the period set out in Item 5 of the Second Schedule from the Commencement Date; and
- (b) when applicable, includes the period of each further lease granted under this Lease.

## **1.2 Interpretation**

In this Lease, unless the context precludes it:

- (a) the singular includes plural and the plural includes the singular;
- (b) a reference to a gender includes reference to each other gender;
- (c) a reference to a person includes a reference to a firm, corporation or other corporate body;
- (d) its recitals, schedules, appendices and annexures are to be construed as part of it;
- (e) a reference to a statute, regulation or provision of a statute or regulation (“statutory regulation”) includes a reference to:
  - (i) that statutory provision as amended or re-enacted from time to time; and
  - (ii) a statute, regulation or provision enacted in replacement of that statutory provision;
- (f) the verb “include” (in all its parts, tenses and variants) is not used as, nor is it to be interpreted as, a word of limitation;
- (g) a reference to anything includes a part of it;
- (h) a reference to writing includes a reference to printing, typing and each other method of producing words, figures or symbols in visible form.
- (i) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- (j) headings are for convenience only and are to be ignored in construing it;
- (k) if a party consists of more than one person, then this Lease binds all or any two or more of them jointly, and each of them severally;
- (l) it binds, in addition to the parties, their respective legal personal representatives and successors;

- (m) if a day appointed for the payment of money or the performance of an act, falls on a day which is not a Business Day, then the day for the payment of that money or the performance of that act will, instead, be the Business Day immediately following the appointed day.

---

## **2 Grant of Lease**

### **2.1 Lease**

The Minister grants to the Lessee, and the Lessee accepts, a lease of the Land, for the Term, from the Commencement Date upon the following terms.

### **2.2 Further term**

The Minister will:

- (a) on the written request of the Lessee made not less than three (3) calendar months before the expiration of this Lease; and
- (b) if there is not, at the time of the request, an existing breach of any of the Lessee's covenants;

grant to the Lessee a further term as set out in Item 6 of the Second Schedule at a rent to be agreed and on the same terms contained in this Lease except for this clause 2.2.

### **2.3 Determination of Rent**

If the parties cannot agree on a rent under clause 2.2, then the Rent will be determined in accordance with clause 3.2.

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## **3 Rent**

### **3.1 Rent**

The Lessee must pay Rent on the Land at the rate and in the manner set out at Item 7 of the Second Schedule, with the first payment to be made on the Commencement Date.

### **3.2 Review of Rent**

The Minister will review the Rent at such times as set out in Item 8 of the Second Schedule. The reviewed rent will be the amount set out in Item 8 of the Second Schedule.

### **3.3 Payment of new Rent**

The new Rent, resulting from a review, must be paid from the relevant anniversary of the Commencement Date.

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## **4 Goods and Services Tax**

### **4.1 GST exclusive**

Subject to any other provision of this Lease expressing a contrary intention, if GST is imposed on a supply made under it, then the party paying for the supply must pay the amount of the GST to the party making the supply, at the same time as, and in addition to, the amount payable for the supply.

### **4.2 Tax invoice**

A party making a taxable supply under this Lease must give the recipient a tax invoice for the taxable supply when that supply is made.

### **4.3 Defined terms in GST Act apply**

In this clause "GST" refers to goods and services tax under *A New Tax System (Goods and Services) Act 1999* ("GST Act") and the terms used have the meanings as defined in the GST Act.

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## **5 Lessee's covenants**

### **5.1 Covenants**

The Lessee covenants with the Minister as follows:

- (a) to pay the Rent as required by clause 3 (*Rent*);
- (b) to pay all land tax (on a single holding basis), rates and other charges levied against the Land and payable by an owner;
- (c) to pay all charges for excess water, electricity, telephone and sewerage used by the Lessee on the Land;
- (d) to use the Land only for the Permitted Purpose;
- (e) to punctually comply with all notices received from the Minister, or his duly authorised agents, relating to the Lessee's obligations under this Lease;
- (f) to punctually comply with:
  - (i) all notices received from any health, police, municipal, fire, or other authority with respect to the Land; and
  - (ii) all laws, by-laws, regulations and other requirements of a Federal, State, or local authority that affect the Land in any way;
- (g) to keep the Land:
  - (i) in a clean and tidy condition; and

- (ii) free from vermin, noxious weeds and fire hazards;
- (h) to keep all structures, facilities and services on the Land:
  - (i) in good repair and condition; and
  - (ii) in a safe state and condition for everyone who enters the Land;
- (i) to permit the Minister's agents, with or without workmen, to enter upon the Land at all reasonable times to view its condition and state of repair;
- (j) not to make any alterations, or erect buildings or structures on the Land without obtaining the Minister's prior written consent. When seeking the Minister's approval, the Lessee must provide detailed plans of the proposed alteration, building or structure for the Minister's consideration;
- (k) not to do, or permit to be done on the Land anything which, in the Minister's opinion, may be or become a nuisance or annoyance to an occupier of an adjoining property;
- (l) not to permit any activity on the Land that is not authorised under this Lease without obtaining the Minister's prior written consent;
- (m) not to mortgage, charge, encumber, assign, sublet, or part with possession of the Land without obtaining the Minister's prior written consent;
- (n) not to permit, or suffer to be done, any act, matter or thing as a result of which:
  - (i) any insurance policy becomes vitiated or rendered void or voidable; or
  - (ii) the rate or premium of any policy is liable to be increased; or
  - (iii) the Minister is put at risk;
- (o) not to keep any explosive or combustible substances on the Land;
- (p) the Lessee must:
  - (i) not use, or permit to be used, or stored on the Land any radioactive, toxic or hazardous chemicals, wastes or substances, except in concentrations and quantities:
    - (A) permitted by the relevant statutory authorities; and
    - (B) in accordance with any licences, permits or authorisations required by law; and

- (C) in accordance with the conditions imposed by the relevant statutory authorities or under their permission;
- (ii) not permit any petroleum product, oil, grease or any noxious, dangerous or poisonous chemical or substance to be discharged through the pipes of the water or sewerage service on the Land or into any nearby stream or river or into or under the soil and to discharge them only as:
  - (A) permitted by the relevant statutory authorities;
  - (B) required by law; and
  - (C) in accordance with any conditions imposed by the relevant statutory authorities;
- (iii) control and restrict the emission of smoke, dust or odours from the Land in accordance with the applicable legislation, regulations and the requirements of statutory authorities;
- (iv) comply with all demands, notices and requirements of the regulatory authorities in respect of contamination of the Land, caused by the Lessee or by occupiers of the Land;
- (v) notify the Minister within fourteen (14) days after receiving any demand or notice from a regulatory authority about contamination of the Land;
- (q) not to fit any plate or sign on the Land, except of a size and pattern and in a position, approved by the Minister in writing; and
- (r) at the expiration or sooner determination of this Lease, to:
  - (i) remove the Lessee's fixtures and fittings (including all improvements on the Land), if the Minister requires the Lessee to do so; and
  - (ii) make good all damage caused by removal of the Lessee's fixtures and fittings.

The Lessee acknowledges that all Lessee's fixtures and fittings remaining on the Land without the Minister's consent following the expiration or sooner determination of the Term, at the Minister's discretion, may either:

- (iii) become the property of the Minister, without compensation to the Lessee; or
- (iv) be removed from the Land at the Lessee's cost and disposed of by the Minister without reference or liability to the Lessee.

## **5.2 Notice to repair**

Upon receipt of notice from the Minister or any Federal, State, or local authority, the Lessee must repair, or otherwise make good, all defects and lack of repair that are the Lessee's responsibility under this Lease. If the Lessee fails to comply with a notice given under this sub-clause, then the Minister, or the Minister's agents, may, but are not bound to, undertake the required repairs.

## **5.3 Minister may recover costs**

The Lessee must pay to the Minister on demand, all money expended by the Minister to undertake works that are the Lessee's responsibility under this Lease, together with interest at the Interest Rate, from the date of expenditure by the Minister to the date of payment by the Lessee.

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## **6 Minister's covenants**

The Minister covenants with the Lessee that, if the Lessee pays the Rent and observes and performs all the Lessee's obligations contained in this Lease, then the Minister will permit the Lessee to quietly and exclusively use and enjoy the Land during the Term without any disturbance by the Minister or any person claiming through the Minister.

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## **7 Special provisions**

The special provisions in the First Schedule are part of this Lease and bind the parties according to their tenor.

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## **8 Lessee's indemnities and waiver**

### **8.1 Lessee indemnifies Minister for third party risk**

The Lessee indemnifies the Minister against all present and future legal liability, claims, or proceedings for:

- (a) personal injury to, or death of a third party;
- (b) either or both loss of, or damage to, property of a third party; and
- (c) financial loss of a third party;

arising from, or attributable to, a wrongful (including negligent) act or omission of the Lessee or the Lessee's employees, agents or sub-contractors.

### **8.2 Waiver of rights of recovery from the Minister**

The Lessee waives all present and future rights to claim against the Minister for:

- (a) personal injury to, or death of, the Lessee;

- (b) either or both loss of, or damage to, any of the Lessee's property;  
and
- (c) financial loss to the Lessee;

arising from, or attributable to, a wrongful (including negligent) act or omission of the Lessee or the Lessee's employees, agents or sub-contractors.

### **8.3 Nature of indemnities and waiver**

The indemnities and waiver in this clause 8:

- (a) do not extend to liability caused by the Minister's wrongful (including negligent) act or omission;
- (b) are continuing obligations of the Lessee, separate and independent from any other obligations; and
- (c) survive the termination of this Lease.

### **8.4 When clause 8.1 has no legal effect**

So far as it relates to an act or omission of an agent or sub-contractor of the Lessee, clause 8.1 has no legal effect if the Lessee can show that it took all reasonable and prudent precautions to ensure that the agent or sub-contractor held effective insurance against the risks described in clause 8.1, from a reputable insurer lawfully carrying on insurance business in Australia, at all times while the agent or sub-contractor was on the Land.

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## **9 Insurance**

### **9.1 Lessee to insure**

The Lessee must hold and keep current throughout the Term, contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia, indemnifying:

- (a) the Lessee's liability for:
  - (i) personal injury to, or death of, a third party; and
  - (ii) either or both loss of, or damage to, the property of a third party;

for at least \$20,000,000 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Minister reasonably determines;

- (b) the Lessee's liability for workers' compensation; and
- (c) any other risks that the Minister reasonably requires the Lessee to insure against, for the amount stipulated by the Minister, to the

extent that the claim for indemnity is not caused by the Minister's wrongful (including negligent) act or omission.

The liability to be insured against under paragraph (a) is liability arising from, or attributable to, the Lessee's occupation or use of the Land, to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the Lessee or the Lessee's employees, agents or sub-contractors.

**9.2 Crown to be named as principal**

Insurance under clause 9.1(a) must cover "the Crown in Right of Tasmania" as principal under the insurance contract.

**9.3 Lessee to notify Minister**

The Lessee must notify the Minister in writing as soon as practicable:

- (a) if an insurance contract referred to in clause 9.1 lapses, is cancelled or is materially altered; or
- (b) if the Lessee claims, or becomes entitled to claim, under such an insurance contract for something related to the Lessee's occupation or use of the Land.

**9.4 Evidence of insurance**

The Lessee must give the Minister evidence of:

- (a) the terms of; and
- (b) payment of the premium for;

each insurance contract referred to in clause 9.1,

- (c) before the Lessee starts to exercise rights under the Lease.

**9.5 Minister may insure**

If the Lessee fails to hold or renew each insurance contract required under clause 9.1, then without being obliged to do so, the Minister may:

- (a) take out or renew an insurance contract that the Lessee does not hold or has not renewed; and
- (b) pay any unpaid premium.

The Lessee must pay to the Minister, on demand, all costs that the Minister incurs to do that, and interest on those costs, at the rate of ten percent per year, from the date of outlay to the date of payment.

## **9.6 Lessee not to prejudice insurance**

The Lessee must not do anything that may result in insurance under clause 9.1, or any part of it, becoming invalid or unenforceable.

## **9.7 When clause 9.1 has no legal effect**

So far as it relates to an act or omission of an agent or sub-contractor of the Lessee, clause 9.1 has no legal effect if the Lessee can show that it took all reasonable and prudent precautions to ensure that the agent or sub-contractor held effective insurance against the risks described in clause 9.1, from a reputable insurer lawfully carrying on insurance business in Australia, at all times while the agent or sub-contractor was on the Land.

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# **10 Termination of Lease**

## **10.1 Acts of default**

The Lessee commits an act of default if:

- (a) the Rent, or any part of it, is in arrears for one month after it has become due, whether or not formal demand has been made; or
- (b) within ten (10) Business Days of being given notice by the Minister to rectify, or commence action to rectify, a breach of the Lessee's covenants contained or implied in this Lease, the Lessee fails to comply with the notice; or
- (c) the Lessee becomes Insolvent.

## **10.2 Minister's rights on default**

When the Lessee commits an act of default, the Minister may either:

- (a) terminate this Lease by written notice, in which case the Term will cease when the Lessee receives the notice, but without prejudice to any action, suit or other remedy of the Minister for arrears of Rent, or any other money owing, or for any other antecedent breach of covenant; or
- (b) proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants and terms of this Lease, or to recover damages for the breach.

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# **11 Holding over**

If the Lessee continues in possession of the Land after the Term expires, then the Lessee will hold the Land from the Minister as a tenant from month to month, at the same Rent as is then payable under this Lease calculated on a monthly basis, or any other Rent that is agreed upon from time to time. That Rent must be paid in advance and upon the terms of this Lease so far as they are applicable to a monthly tenancy. The monthly

tenancy may be terminated by not less than one (1) month's written notice expiring at any time.

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## **12 No representation or warranty**

### **12.1 No representation about suitability**

The Minister does not represent or warrant:

- (a) that the Land is suitable to be used for the Permitted Purpose, or for any business or other activity undertaken on the Land;
- (b) that the fittings, accessories or services available on the Land are suitable to be used for the Permitted Purpose, or for any business or other activity undertaken on the Land; or
- (c) that the Land may lawfully be used for the Permitted Purpose, or for any business or other activity undertaken on the Land.

### **12.2 No representation about zoning**

Without affecting the generality of clause 12.1, the Minister does not represent or warrant that the zoning of the Land will permit it to be used for the Permitted Purpose, whether with the approval or permission of the relevant planning authority, or otherwise. It is the Lessee's responsibility to enquire about zoning and the Lessee warrants that, before executing this Lease, the Lessee has done so to the Lessee's own satisfaction.

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## **13 Notices**

### **13.1 How to give a notice**

A notice, claim, consent or other communication to be given or made under this Lease is taken to have been duly given or made when:

- (a) hand delivered in writing; or
- (b) sent by prepaid post; or
- (c) sent by facsimile transmission from a facsimile machine that produces a print out of the time, date and uninterrupted transmission record of sending the notice (to the listed facsimile number);

to the party to which the notice, claim or consent is required or permitted to be given or made under this Lease, at the addresses set out in Item 9 of the Second Schedule.

### **13.2 How to serve a notice**

A notice, demand, consent or other communication is taken to have been duly served:

- (a) if hand delivered, - when delivered;
- (b) if sent by prepaid post, - on the third Business Day after the date of posting;
- (c) if sent by facsimile transmission (if the sending facsimile machine produces a print out of the time, date and uninterrupted transmission record of sending the notice), - upon completion of sending, if completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 am. on the next Business Day in that place.

### **13.3 Who can sign a notice**

A notice, demand, consent or other communication given or made under this Lease is sufficient if:

- (a) in the case of the Minister, it is under the hand of the Minister, his authorised agent or the Crown's solicitor;
- (b) in the case of the Lessee, it is under the hand of the Lessee or its agent or solicitor.

### **13.4 Signatures**

A printed or copied signature is sufficient for the purposes of sending a notice, demand, consent or other communication by facsimile machine.

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## **14 Merger of rights**

None of the terms of this Lease, nor any act, matter or thing done under, or by virtue of, or in connection with this Lease, operates as a merger of any of the rights and remedies of the Minister or the Lessee under this Lease, all of which continue in full force and effect.

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## **15 No joint venture**

Nothing contained in this Lease is to be construed to create any relationship between the parties other than the relationship of lessor and lessee, upon the terms of this Lease.

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## **16 Waiver**

No failure by a party to exercise, nor delay in exercising, a right, power or remedy operates as a waiver. A single or partial exercise of a right, power or remedy does not preclude any other, or further, exercise of that, or any other right, power or remedy. A waiver is neither valid, nor binding, on the party granting it, unless made in writing signed by the party to be bound by the waiver.

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## **17 Exercise of powers**

### **17.1 Minister may delegate**

The Minister may exercise any powers, authorities and discretions through permanent officers or any other person, persons or corporation appointed in writing for that purpose.

### **17.2 Minister's consent**

If the Minister's consent is required to be obtained under the provisions of this Lease, the Minister may give or withhold the consent at the Minister's absolute discretion and on the conditions that the Minister imposes.

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## **18 Costs**

The Lessee must pay to the Minister, on demand, all the costs of the Minister on a full indemnity basis, in relation and incidental to:

- (a) the preparation, execution, completion (including stamping and registration) of this Lease and any holding over after the expiry of the Term;
- (b) any consent, approval, waiver or amendment made under or to this Lease;
- (c) any assignment or sub-letting made under this Lease;
- (d) any surrender or termination of this Lease otherwise than by effluxion of time; and
- (e) the actual or contemplated enforcement or exercise of any of the Minister's rights or powers following a breach of any term of this Lease.

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## **19 Dispute resolution**

### **19.1 Management level discussions**

If a dispute arises about a clause, or the rights and obligations of either party, then the parties must use all reasonable endeavours to settle the matter in dispute within five (5) Business Days of both parties becoming aware of the dispute. For the purpose of this clause, to assist in resolving a dispute at first instance, the matter in dispute must be discussed at management level.

### **19.2 Committee to resolve disputes**

Failing satisfactory resolution of a dispute under clause 19.1, a committee consisting of:

- (a) a representative of the Minister;

- (b) a representative of the Lessee; and
- (c) an independent third person appointed, at the request of either party, by the President of the Law Society of Tasmania (or its successor body) to act as mediator,

must be established to try to resolve the dispute.

### **19.3 Arbitration**

If the parties fail to resolve a dispute under clause 19.2, then the matter must be referred to arbitration in accordance with the provisions of the *Commercial Arbitration Act 1986*.

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## **20 Severance**

### **20.1 Reading down provisions**

If a provision of this Lease is void or voidable or unenforceable, either by the Minister or the Lessee, but would not be void or voidable or unenforceable if it were read down and is capable of being read down, it must be read down accordingly.

### **20.2 Severance**

If, despite clause 20.1, a provision of this Lease is still void or voidable or unenforceable by either the Minister or the Lessee, then:

- (a) if the provision would not be void or voidable or unenforceable if a word or words were omitted, then that word or those words (as the case may be) are severed; and
- (b) in any other case, the whole provision is severed;

and the remainder of this Lease has full force and effect.

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## **21 Governing law and jurisdiction**

- (a) This Lease is governed by the law of Tasmania, and the parties submit to the jurisdiction of the courts of Tasmania.
- (b) Any proceedings issued under, or about, this Lease, must be instituted either:
  - (i) in a Tasmanian court; or
  - (ii) in the Federal Court, from the Tasmanian Registry of that court.

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## **22 Rights cumulative**

The rights and remedies provided in this Lease are cumulative and not exclusive of any rights or remedies provided by law.

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## 23 Confidentiality

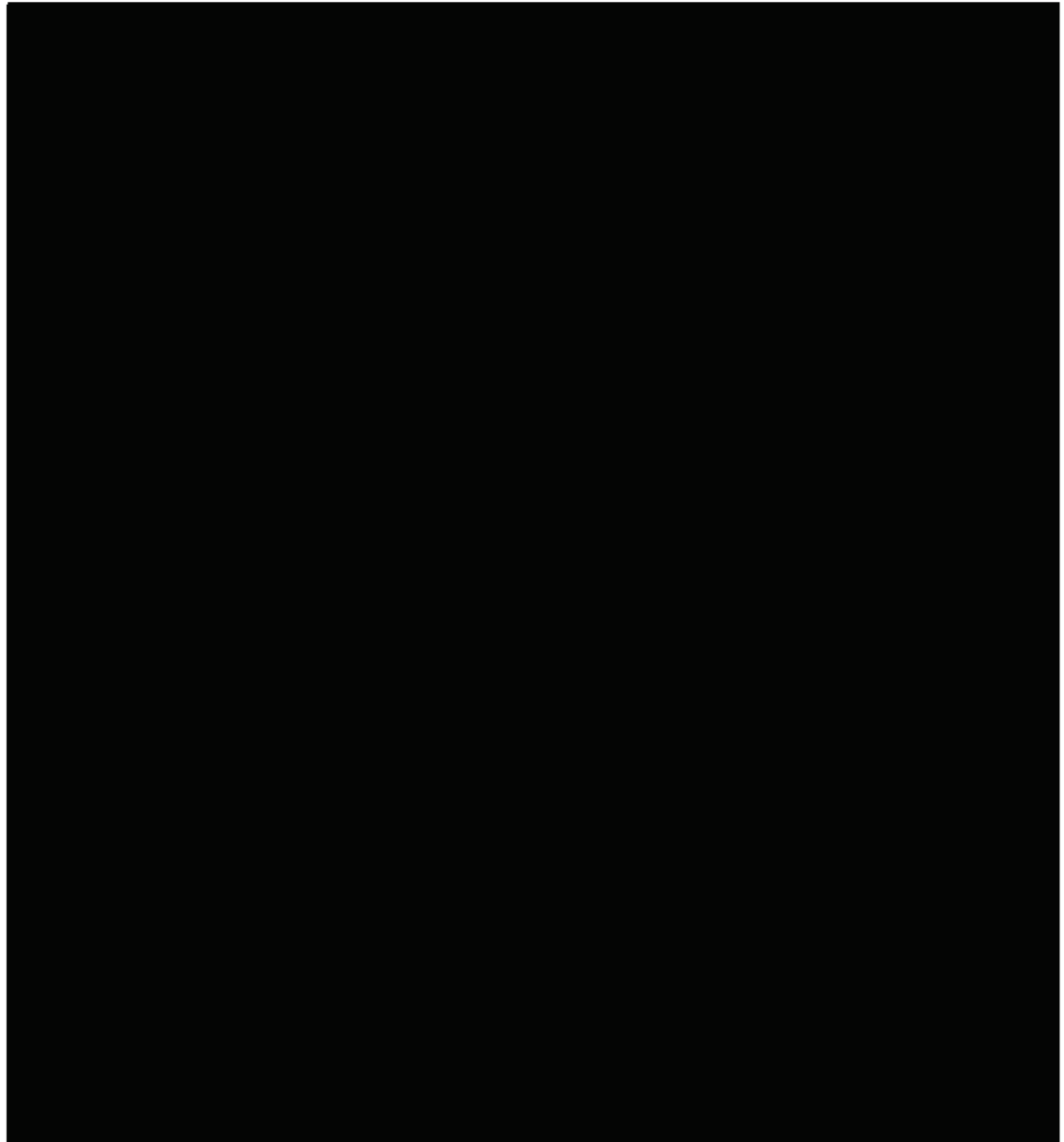
- (a) Despite any confidentiality or intellectual property right subsisting in this Lease or a schedule, appendix, annexure or attachment to it, either party may publish all or any part of it without reference to the other.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

Executed as a Lease.

## Signing page

Dated: *19<sup>th</sup> Day of December*

2012



# First Schedule

## Special Provisions

### 1. Maintenance of the Land

#### 1.1 Lessee to undertake rehabilitation

If rehabilitation of the Land is required during the Term, then the Lessee undertakes to rehabilitate the Land to the satisfaction of the Director of Environmental Management and the local Municipal authority.

#### 1.2 Lessee responsible for rehabilitation

The Lessee:

- (a) accepts full responsibility for all rehabilitation works (including all contaminated site assessment reports or other investigations and reports); and
- (b) acknowledges that this Lease has been granted to the Lessee on the basis that the Lessee is solely responsible for all rehabilitation works.

#### 1.3 Licenses, permits and approvals

Before carrying out any works on the Land, the Lessee must:

- (a) take out and maintain all necessary licences, permits and other approvals that may be required from any local or other authority; and
- (b) provide the Minister with evidence of those licences, permits or other approvals at any time the Minister reasonably requests.

#### 1.4 Lessee releases and indemnifies Minister

The Lessee:

- (a) releases and discharges the Minister from; and
- (b) agrees to indemnify the Minister against

all present and future actions, suits, causes of action, claims and demands that the Lessee has against the Minister for any contamination, or the rehabilitation of the Land, or for or in respect of anything incidental to any of those issues.

## Second Schedule

<b>Item 1</b> Parties:	<b>The Lessee:</b>	Clarence City Council ABN: 35 264 254 198 Address: 38 Bligh Street, ROSNY PARK TAS 7018 Telephone No: 6245 8600 Fax No: 6245 8700 Attention: Mr Andrew Paul
<b>Item 2</b> Clause 1.1	<b>Commencement Date:</b>	1 July 2011
<b>Item 3</b> Clause 1.1	<b>Land:</b>	All that piece of land situated at LAUDERDALE known as Lauderdale Canal and for illustration purposes only, shown on the attached plan marked "A".
<b>Item 4</b> Clause 1.1	<b>Permitted Purpose:</b>	Public Recreation
<b>Item 5</b> Clause 1.1	<b>Term:</b>	Ten (10) years
<b>Item 6</b> Clause. 2.2	<b>Period of Further Lease:</b>	N/A
<b>Item 7</b> Clause 3.1	<b>Rent:</b>	One Dollar (\$1.00) per year payable if and when demanded
<b>Item 8</b> Clause 3.2	<b>Rent Review:</b>	Not Applicable
<b>Item 9</b> Clause 14.1	<b>Address for Notices of the Minister:</b>	GPO Box 44, HOBART TAS 7001
	<b>Address for Notices of the Lessee:</b>	PO Box 96 ROSNY PARK TAS 7018
		<b>Facsimile No: (03) 6245 8700</b>

# MAP OF SUBJECT AREA

## LAUDERDALE CANAL - CLARENCE CITY COUNCIL



**PLAN IS FOR ILLUSTRATION PURPOSES ONLY**

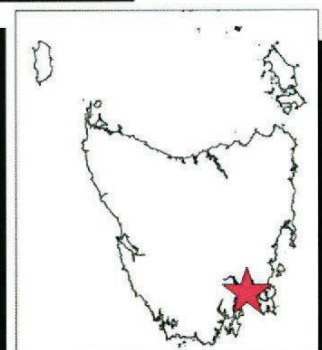
- Approximate Agreement Boundary
- Parcel Boundaries
- Locality Point

**DETAILS:**  
**Property ID: 1669769**

**Area: ± 5.7 ha**

**Scale: 1:68.21**  
**File No: LM-LM-CW-003915**

**LOCALITY PLANS**



Base data supplied by the LIST  
[www.thelist.tas.gov.au](http://www.thelist.tas.gov.au)

Projection: MGA Zone 55 (GDA94)  
 LIST data is acquired from various sources and accuracy varies accordingly. DPIW warrants the Data only within the performance criteria specified in the Metadata statements found at the Tasmanian Spatial Data Directory.