

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (Note 1)

LOT 952 ON DEPOSITED PLAN 39348	EXTENT	VOLUME	FOLIO
	Portion	LR3128	653

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 2)

NIL

LESSOR/LESSORS (Note 3)

SHIRE OF DENMARK OF 953 SOUTH COAST HIGHWAY DENMARK

LESSEE/LESSEES (Note 4)

DENMARK MEN'S SHED INC. OF PO BOX 780, DENMARK, WESTERN AUSTRALIA

TERM OF LEASE (Note 5)

Twenty One Years Zero Months Zero Days
Commencing from the **XXX** day of **XXX** in the year 2020

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

For the above term for the clear yearly rental of (Note 7) **\$1.00** payable (Note 8)

LEASE

SHIRE OF DENMARK
[Lessor]

and

DENMARK MEN'S SHED INC.
[Lessee]

PORTION OF LOT 952
ON DEPOSITED PLAN 39348
(2 Inlet Drive, Denmark)

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LEASE

Between

Shire of Denmark of 953 South Coast Highway, Denmark, Western Australia (**Lessor**)

and

Denmark Men's Shed Inc. of **PO Box 780**, Denmark, Western Australia (**Lessee**)

Agreed terms

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.

1. DEFINITIONS AND INTERPRETATION

1.1 Terms in Reference Schedule

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

1.2 Definitions

Authority includes any government or governmental, semi-governmental, administration, fiscal or financial body, department, commission, council, authority, tribunal, agency or entity including but not limited to any court, tribunal, agency or entity including but not limited to any court, tribunal or person having jurisdiction over the parties, the Premises or this Lease;

Claim includes any claim or legal action and all costs and expenses incurred in connection with it;

Commencing Date means the commencing date specified in the reference schedule;

Financial Year means 1 July to 30 June;

Lessor's Property means any property owned by the Lessor on the Premises including but not limited to the items specified in the reference schedule;

Land means the land described in the Reference Schedule;

Leased Premises means that portion of the land described in item 3.3 of the reference schedule

Official Requirement means any requirement, notice, order or direction of any statutory authority and includes the provisions of any statute, ordinance or by-law;

Plan means the plan of the Land annexed to this Lease (if any);

Purposes means the purposes described in the Reference Schedule;

Services means all utilities and services to the Leased Premises;

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;
- 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; and
- Sewerage, drainage and water supply but does not include taps and other visible water fittings.

Lessee's Employees means each of the Lessee's employees, contractors, agents, customers, sublessees, licensees, invitees, or others (with or without invitation) who may be on Leased Premises;

Lessee's Property includes all fixtures and fittings on the Leased Premises and includes all structures and improvements including buildings;

Term means the term of this Lease specified in the reference schedule and includes the further term as applicable; and

Termination Date means the date of termination of this Lease specified in the reference schedule.

1.3 Interpretation

- (a) Reference to:
- (i) the singular includes the plural and the plural includes the singular;
 - (ii) a person includes a body corporate;
 - (iii) a party includes the party's executors, administrators, successors and permitted assigns;
 - (iv) "month" or "monthly" means calendar month or calendar monthly; and
 - (v) a right includes a remedy, authority or power.
- (b) If a party consists of more than one person, this Lease binds them jointly and each of them severally.
- (c) Headings are for convenience only and do not form part of this Lease or affect its interpretation.

2. RESERVE, TERM AND HOLDING OVER

2.1 Reserve

The Land is vested in the Lessor for the Purposes with the power to lease for any term not exceeding 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* (WA) and the *Transfer of Land Act 1893* (WA) (unless negated or modified by the provisions of this Lease) and to the covenants and conditions contained in this Lease.

2.2 Term

The Lessor leases the Leased Premises to the Lessee for the Term commencing on the Commencing Date.

2.3 Monthly Tenancy

If the Lessee continues to occupy the Leased Premises after the Term with the Lessor's consent then:

- (a) the Lessee does so as a monthly lessee on the same basis as at the last day of the Term; and
- (b) either party may terminate the monthly tenancy by giving to the other 1 month's notice expiring on any day.

3. RENT AND RENT REVIEWS

3.1 Rent

- (a) The Lessee must pay the Rent in the amount and method described in the Reference Schedule.
- (b) Each payment of Rent must be made with an additional amount equal to any goods and services, consumption, value added tax applying to that payment.

4. OPERATING EXPENSES

4.1 Expenses Due to Lessee's Use

- (a) The Lessee must pay to the relevant authorities all charges for rates, 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.
- (b) The Lessee must pay to the relevant authorities all charges for gas, electricity, water, telephone and internet and the costs incurred by the Lessor in providing Services to the Leased Premises.
- (c) The Lessee must pay to the Lessor all expenses due solely to the Lessee's use of the Leased Premises.

4.2 Goods And Services Tax

(a) Consideration is exclusive of GST

The consideration for a Supply under this Lease is exclusive of any GST imposed on the Supply.

(b) Recovery of GST

If a Supply under this Lease is subject to GST:

- (i) the Recipient of the Supply must pay, in addition to the other consideration payable or to be provided for the Supply, an additional amount equal to the GST; and
- (ii) the Recipient must pay the additional amount to the supplier at the same time as the other consideration.

However, the Recipient need not pay the additional amount until the supplier gives the Recipient a Tax Invoice.

(c) Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier on the Supply:

- (i) the supplier must promptly issue an Adjustment Note to the Recipient; and
- (ii) an amount equal to the difference must be paid by the supplier to the Recipient, or by the Recipient to the supplier, as appropriate.

(d) Reimbursement

If any party is entitled to payment of any costs or expenses by way of reimbursement or indemnity, the payment must exclude any part of that cost or expense which is attributable to GST for which that party or the Representative Member of any GST Group of which that party is a member is entitled to an Input Tax Credit.

(e) **Definitions**

In this clause, Adjustment Note, GST, GST Group, Input Tax Credit, Member, Recipient, Representative Member, Supply and Tax Invoice have the meanings given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

5. USE OF THE LEASED PREMISES

5.1 Permitted Use

The Lessee must only use the Leased Premises for the Permitted Use.

5.2 Restrictions on Use

The Lessee must not:

- (a) disturb lessees or owners of adjacent Leased Premises;
- (b) overload any Services;
- (c) damage the Lessor's Property;
- (d) alter the Leased Premises, or do any building work without the Lessor's prior consent;
- (e) do anything that may invalidate the Lessor's insurance or increase the Lessor's premiums or risk; or
- (f) destroy, cut down or damage any native vegetation on the Leased Premises without the Lessor's consent.
- (g) Not allow anything to be done or to occur in or about the Leased Premises which is noxious, offensive or audibly or visually a nuisance.

5.3 No warranty as to Use

The Lessor does not warrant that the Leased Premises:

- (a) is suitable for any purpose; or
- (b) may be used for the Permitted Use.

5.4 Construction of building

- (a) The Lessee may, at its own cost, construct a building on the Leased Premises for the purpose of carrying out the activities of the Lessee in accordance with the Permitted Use, provided that all usual approvals required by law are obtained including, but not limited to obtaining all necessary planning approvals and the issuing of a building permit.
- (b) Any buildings or improvements constructed, erected or installed by the Lessee will be deemed to be the Lessee's Property and, clause 11.2 and 11.3 will apply unless clause 5.4 (c) applies.
- (c) By no later than one month prior to the end of the Lease and no earlier than 3 months prior to the end of the Lease, the Lessor may serve a notice on the Lessee that it wishes to purchase some or all of the buildings or improvements on the Leased Premises at the end of the term, in which case the purchase price of those buildings and/or improvements will be determined by a licenced valuer appointed at the Lessor's expense. If the Lessee objects to the value determined by the licenced valuer appointed by the Lessor, it may, within one month of receiving a copy of the valuation, appoint a licenced valuer at the Lessee's expense to determine a value and the purchase price will be the average of the two values.

5.5 Official Requirements and rules

At its expense, the Lessee must comply with any Official Requirement concerning the Leased Premises, the Lessee's Property or the Lessee's use or occupation of the Leased Premises, including compliance with the Shire of Denmark's Fire Management Notice and maintaining the Asset Protection Zone as described in the Bushfire Management Plan and BAL Contour Plan for Reserve 30277, Inlet Drive.

5.6 Caveats

The Lessee must not lodge or register any absolute caveat against the certificate of title to the land of which the Leased Premises forms part to protect its interests under this Lease but the Lessee shall be entitled to lodge a "Subject to claim" caveat against the certificate of title to the land of which the Leased Premises forms part.

6. MAINTENANCE AND REPAIR

6.1 Repair

- (a) The Lessee must keep and maintain the Leased Premises in good repair, order and condition; and
- (b) The Lessee is responsible for Structural Building Repairs and may do any repairs or maintenance to the Leased Premises. The Lessor will not be responsible for any repairs or maintenance or for the cost of supplying services to the Leased Premises.

6.2 Cleaning and Maintenance

The Lessee must:

- (a) do such things as may reasonably be required to eradicate, exterminate and keep the Leased Premises free from rodents, vermin, noxious weeds and other pests of any kind, and will procure that pest exterminators are employed from time to time for that purpose;
- (b) keep the Leased Premises clean and tidy and free of infectious diseases; and
- (c) keep the Lessee's Property clean and maintained in good order and condition.

6.3 Not to pollute

- (a) The Lessee must not cause pollution in or contamination of the Leased Premises or any adjoining land by garbage, waste matter, oil and other pollutants whether by stormwater or other run-off or arising from use of the Leased Premises.
- (b) The Lessee must collect and dispose of all garbage, waste matter, oil and other pollutants from the Leased Premises at a place and in a manner required or approved by the Lessor and all relevant authorities having control over the disposal of waste matter and the protection of the environment.

6.4 Lessor's right to inspect and repair

- (a) The Lessor may enter the Leased Premises for inspection after giving notice to the Lessee. In an emergency, the Lessor may enter at any time without giving the Lessee notice.
- (b) The Lessor may carry out any of the Lessee's obligations on the Lessee's behalf if the Lessee does not carry them out on time. If the Lessor does so, the Lessee must promptly pay the Lessor's costs.

6.5 Notice of damage or defect in services

The Lessee must promptly give the Lessor notice of:

- (a) any damage to, defect or disrepair in the Services or the Lessor's Property; and
- (b) any circumstances likely to cause any risk to the Leased Premises or any person.

7. ASSIGNMENT AND SUBLETTING

- (a) The Lessee must obtain the Lessor's written consent, and if required by law, the written consent of the Minister for Lands pursuant to the *Land Administration Act 1997 (WA)* before the Lessee assigns, sublets or deals with its interest in the Leased Premises.
- (b) Subject to clause 18, the Lessor may grant or withhold its consent in its discretion.

8. INSURANCES AND INDEMNITIES

8.1 Lessee's insurance

The Lessee must effect & keep effected in respect of the Leased Premises and use of the Leased Premises:

- (a) building insurance; and
- (b) adequate public risk insurance in any amount not less than \$20,000,000 in respect of any one claim.

8.2 Lessee's policies

All policies under this clause 8 must be acceptable to the Lessor and with an insurer approved by the Lessor and endorsed to note the interest of the Lessor as Lessor of the Leased Premises.

8.3 Proof of insurance policies

The Lessee must give the Lessor evidence of its insurance if the Lessor asks for it.

8.4 Lessee's release and indemnity

- (a) The Lessee occupies and uses the Leased Premises at its own risk.
- (b) The Lessee releases the Lessor and the Minister for Lands from and indemnifies them against all Claims for damages, loss, injury or death:
 - (i) whether or not it is caused by the Lessee's negligence or default if it:
 - (A) occurs on the Leased Premises;
 - (B) arises from the use of the Services on the Leased Premises; or
 - (C) arises from the overflow or leakage of water from the Leased Premises,

except to the extent that it is caused by the Lessor's or Minister for Land's deliberate act or negligence; and
 - (ii) if it arises from the negligence or default of the Lessee or the Lessee's Employees, except to the extent that it is caused by the Lessor's or Minister for Land's deliberate act or wilful negligence.
- (c) The Lessee releases the Lessor and the Minister for Lands from and indemnifies them against any Claim or costs arising from anything the Lessor is permitted to do under this Lease.

9. OCCUPATIONAL SAFETY AND HEALTH ACT

- (a) The Lessee acknowledges and agrees that for the purpose of the *Occupational Safety and Health Act 1984 (WA)* (**Act**) the Lessee has the control of the Leased Premises and all plant and substances on the Leased Premises.

- (b) The Lessee releases and indemnifies the Lessor from and against any claim against or obligation or liability of the Lessor under any occupational health and safety legislation as defined in the Act, except to the extent that any breach of the Act is contributed to by the Lessor's deliberate act or negligence.

10. DEFAULT AND TERMINATION

10.1 Default

The Lessee defaults under this Lease if:

- (a) the Rent or any money payable by the Lessee is unpaid for 20 business days;
- (b) the Lessee breaches any other term of this Lease and such breach is unremedied within 20 business days of notice of breach having been served on the Lessee;
- (c) the Lessee assigns its property for the benefit of creditors; or
- (d) the Lessee becomes an externally-administered body corporate within the meaning of the *Corporations Act 2001* (Cth).

10.2 Forfeiture of Lease

If the Lessee defaults and does not remedy the default when the Lessor requires it to do so, the Lessor may do any one or more of the following:

- (a) re-enter and take possession of the Leased Premises and by notice to the Lessee, terminate this Lease;
- (b) by notice to the Lessee, convert the unexpired portion of the Term into a tenancy from month to month;
- (c) exercise any of its other legal rights; or
- (d) recover from the Lessee any loss suffered by the Lessor due to the Lessee's default.

10.3 Consequences of Default

(a) Repudiation

- (i) If the Lessee repudiates this Lease or breaches an essential term of this Lease the Lessor may recover all money payable by the Lessee under this Lease up to the end of the Term. However, the Lessor must minimise its loss.
- (ii) The essential terms are:
 - (A) to pay Rent (clause 0);
 - (B) to pay Operating Expenses (clause 0 and Special Condition 12 of the reference schedule);
 - (C) to use the Leased Premises for only the Permitted Use (clause 0);
 - (D) to comply with Official Requirements (clause 0);
 - (E) to repair (clause 0); and
 - (F) not to assign, sublet or deal with the Lease without consent (clause 7).

(b) Lessor's Entitlement to Damages

The Lessor's entitlement to damages is not limited or affected if:

- (i) the Lessee abandons the Leased Premises;
- (ii) the Lessor elects to re-enter the Leased Premises or terminate this Lease;
- (iii) the Lessor accepts the Lessee's repudiation; or
- (iv) the parties' conduct constitutes or may constitute a surrender by operation of law.

(c) Liquidated Debt

The Lessor may remedy any default by the Lessee and recover its costs of doing so from the Lessee as a liquidated debt.

10.4 Waiver

- (a) No waiver by the Lessor is effective unless it is in writing;
- (b) Despite the Lessor's knowledge at the time, a demand for Rent or other money owing by the Lessee or the subsequent acceptance of Rent or other money does not constitute a waiver of any earlier default by the Lessee.

10.5 Interest on Overdue Money

The Lessor may charge daily interest to the Lessee on any late payment by the Lessee at a rate of 3% above the rate which would be charged to the Lessor by the Lessor's bank for borrowing the same amount on unsecured overdraft as certified by the Lessor's bank manager.

11. TERMINATION OF TERM**11.1 Termination by Notice**

- (a) The Lessor may terminate this Lease by giving 6 months' written notice to the Lessee, notwithstanding that:
 - (i) the Lessee is not in default; or
 - (ii) that the term of the Lease has not expired.
- (b) The Lessee may terminate this Lease by giving 3 months' written notice to the Lessor notwithstanding that the term of the Lease has not expired.
- (c) In the event of this Lease being terminated pursuant to subclause 1.1(a) or 11(b) each Party will retain its rights against the other in respect of any past breach of this Lease;.

11.2 Lessee's obligations

On termination the Lessee must:

- (a) vacate the Leased Premises and give it back to the Lessor in good repair and condition in accordance with the Lessee's obligations in this Lease;
- (b) remove all the Lessee's Property from the Leased Premises;
- (c) repair any damage caused by removal of the Lessee's Property and leave the Leased Premises in good repair and condition; and
- (d) return all keys, security passes and cards held by it or the Lessee's Employees.

11.3 Failure to Remove Lessee's Property

If the Lessee does not remove the Lessee's Property at the end of the Term, the Lessor may:

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

12. GENERAL**12.1 Notices****(a) In Writing**

Any notice given under this Lease must be in writing. A notice by the Lessor is valid if signed by an officer or solicitor of the Lessor or any other person nominated by the Lessor.

(b) Notice of Address

The Lessee must promptly notify the Lessor of its address and telephone number or email address and update the notice if any changes occur.

(c) Service of Notice on Lessee

The Lessor may serve a notice on the Lessee by:

- (i) giving it to the Lessee personally;
- (ii) sending it to the Lessee's email address; or
- (iii) posting it to the Lessee's last known address.

(d) Service of Notice on Lessor

The Lessee may serve a notice on the Lessor by leaving it at, or posting or emailing it to the Lessor's office set out in Item 1 of the Reference Schedule.

12.2 Costs

The Lessee must pay the Lessor:

- (a) duty (if any) on this Lease; and
- (b) the Lessor's reasonable legal fees and outlays:
 - (i) for the preparation and negotiation of this Lease;
 - (ii) relating to any assignment or subletting;
 - (iii) arising from any breach of this Lease by the Lessee;
 - (iv) for any Lessor's consent under this Lease.
- (c) half of any costs associated with registration of this Lease or Amendments to the Lease; and
- (d) half of any costs associated with any legal expenses associated with any substantial amendments to the Lease.

13. OPTION OF RENEWAL

The Lessor hereby grants to the Lessee the option to renew this Lease for the further term or terms (if any), specified in Item 5 of the reference schedule, so long as the term of the lease plus any option does not exceed 21 years, upon the terms, covenants, conditions and restrictions of this Lease (excepting any exercised right of renewal). The Lessee may exercise such option if and only if:

- (a) the Lessee has first given to the Lessor written notice of such exercise of option not less than 3 months and not more than 6 months prior to the expiration of the Term; and
- (b) the Lessee is not, at the time of giving the notice under this clause in breach of any of the terms, covenants or conditions of this Lease.

14. DAMAGE AND DESTRUCTION

14.1 Definitions

In this clause 14:

- (a) **abatement notice** means a notice given under clause 1.1(a);
- (b) **reinstatement notice** means a notice given by the Lessor to the Lessee of the Lessor's intention to carry out the reinstatement works; and
- (c) **reinstatement works** means the work necessary to:
 - (i) reinstate the Leased Premises; and
 - (ii) make the Leased Premises fit for occupation and use and accessible by the Lessee.

14.2 Abatement

- (a) If at any time the Leased Premises are wholly or partly:
 - (iii) unfit for occupation and use by the Lessee; or
 - (iv) inaccessible having regard to the nature and location of the Leased Premises and the normal means of access to them,

as a result of destruction or damage then from the date that the Lessee notifies the Lessor of the relevant event, the Rent and any other money payable by the Lessee are to abate according to the circumstances.
- (b) If clause 1.1(a) applies, the remedies for:
 - (i) recovery of the Rent and any other money or a proportionate part falling due after the damage or destruction; or
 - (ii) enforcement of the obligation to repair and maintain,

are suspended from the date of the abatement notice until the Leased Premises are reinstated or otherwise made fit for the Lessee's occupation and use and fully accessible.
- (c) For the avoidance of doubt, nothing in this clause requires the Lessor to repair or maintain the Lessee's Property, including buildings and improvements.

14.3 Either party may terminate

If clause 1.1(a) applies, then at any time after 2 months from the date the abatement notice is given either party may terminate this Lease by notice to the other unless the Lessor has within that period of 2 months:

- (a) given the Lessee a reinstatement notice; and
- (b) started to carry out the reinstatement works.

14.4 Lessee may terminate

If the Lessor gives a reinstatement notice to the Lessee and does not commence the reinstatement works within a reasonable time, the Lessee may terminate this Lease by giving not less than 2 month's notice to the Lessor and, at the expiration of the notice period, this Lease terminates.

15. DISPUTE RESOLUTION

- (a) No party to this agreement will start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this agreement (**dispute**) unless it has complied with this clause.
- (b) A party claiming that a dispute has arisen must notify the other parties, giving details of the dispute.
- (c) During the 21 day period after a notice is given under clause 14.5(b) (or longer period agreed in writing by the parties to the dispute) (**initial period**) each party to the dispute (**disputant**) must use its best efforts to resolve the dispute.
- (d) If the disputants are unable to resolve the dispute within the initial period, each disputant agrees that the dispute must be referred for mediation in accordance with the Mediation Rules of the Law Society of Western Australia, at the request of any disputant, to:
 - i. a mediator agreed on by the disputants; or
 - ii. if the disputants are unable to agree on a mediator within seven (7) days after the end of the initial period, a mediator nominated by the President of the Law Society of Western Australia or the President's nominee.
- (e) The role of any mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a disputant unless that disputant has so agreed in writing.
- (f) Any information or documents disclosed by a disputant under this clause:
 - i. must be kept confidential; and
 - ii. may not be used except to attempt to resolve the dispute.
- (g) Each disputant must bear its own costs of complying with this clause and the disputants must bear equally the costs of any mediator engaged.
- (h) After the initial period, a disputant that has complied with clauses 14.5(a), (b) and (c) may terminate the dispute resolution process by giving notice to each other disputant.
- (i) If in relation to a dispute a disputant breaches any provision of clauses 14.5(a) to (f), each other disputant need not comply with clauses 14.5(a) to (f), in relation to that dispute.

16. SEVERABILITY

- (a) As far as possible all provisions of this Lease must be construed so as not to be invalid, illegal or unenforceable.
- (b) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (c) If any provision cannot be read down, that provision will be void and severable and the remaining provisions of this Lease will not be affected.

17. ENTIRE UNDERSTANDING

This Lease:

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

18. ORGANISATIONS

- (a) If any organisation ceases to exist, a reference to that organisation will be taken to be a reference to an organisation with similar objects to the original organisation nominated by the Lessor.
- (b) Reference to the president of an organisation will, in the absence of a president be read as a reference to any person fulfilling the duties of a president.

19. LESSOR'S CONSENT

Unless otherwise stated, if the Lessor's consent or approval is required:

- (a) the Lessor must consider the request promptly and be reasonable in giving or refusing its consent or approval;
- (b) the Lessor may require the Lessee to comply with any reasonable conditions before giving its consent; and
- (c) it is not effective unless in writing.

20. PROPERTY LAW ACT

The following sections of the *Property Law Act 1969* (WA) do not apply to this Lease:

- (a) Section 80; and
- (b) Section 82.

SCHEDULE 1 - REFERENCE SCHEDULE**1. Lessor**

Shire of Denmark
of 953 South Coast Highway, Denmark, Western Australia

2. Lessee

Denmark Men's Shed Inc.
of PO Box 780, Denmark, Western Australia

3. Land**3.1 Reserve**

Reserve 30277 being the whole of the land comprised in Certificate of Title Volume 3128 Folio 653.

3.2 Purpose

Historical Precinct, Recreation and Community Purposes

3.3 Leased Premises

Portion of Lot 952, Reserve 30277, on Deposited Plan 39348 as delineated red on the site map in Appendix 1.

4. Term**4.1 Period**

21 years 0 months

4.2 Commencing Date

[Insert Date]

4.3 Termination Date

[Insert Date]

5. Further term**5.1 Period**

Nil

5.2 Commencing Date

Not applicable

6. Rent

\$1 per annum (plus GST)

7. Permitted Use

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

8. Lessor's Property

Not applicable

9. Special conditions

The following special conditions (if any) form part of this Lease and in the event of any inconsistency between the foregoing provisions of this Lease and the special conditions, the special conditions prevail:

a) Heritage Precinct

The Lessee acknowledges that any development must take into consideration the significant historical value of the Land and any development on the Leased Premises must be aligned with the adopted Denmark Historical Railway Station Heritage Precinct Concept Plan.

ATTESTATION SHEET

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

LESSOR/LESSORS SIGNS HERE (NOTE 9)

The Common Seal of
Shire of Denmark
 was hereunto affixed in the
 presence of:

Affix Seal Here

 Shire President

 Chief Executive Officer

 Print Name

 Print Name

LESSEE/LESSEES SIGNS HERE (NOTE 9)

Executed by [Name] (ACN [xxx])
 in accordance with section 127 of the Corporations Act 2001:

 Director/Sole Director Signature

 Director/Secretary Signature

 Print Name

 Print Name

Signed by [Name Surname] }
 in the presence of:

 Witness Signature

 Witness Address

 Witness Name

 Witness Occupation

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 Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by 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 person signing this document and their witnesses.
4. Duplicates are not issued for Crown Land Titles.

NOTES

1. DESCRIPTION OF LAND

Lot and Diagram/Plan number or Location name and number to be stated.

Extent – Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.

The Certificate of Crown Land Title 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 crown land 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.

If none show "nil".

3. LESSOR

State full name and address of Lessor/Lessors and the address/addresses to which future notices can be sent.

4. LESSEE

State full name of Lessee/Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy eg. Joint Lessees, Lessees in Common. If Lessees in Common specify shares.

5. TERM OF LEASE

Term to be stated in years, months and days. Commencement date to be stated. Options to renew to be shown.

6. RECITE ANY EASEMENTS TO BE CREATED

Here set forth 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 words.

8. State term of payment.

9. 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 witnesses must be stated.

Office Use Only

LEASE OF CROWN LAND (L)

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

ADDRESS

PHONE No.

FAX No.

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. _____ Receiving Clerk
5. _____
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 – SITE MAP



Tax Sheet		 Shire of Denmark	SCALE: 1:1000 @A3	DATE	MEN'S SHED LEASE DIAGRAM	SHEET OF FILE	
Survey No			DESIGNED:			DRAWING No.	A
FB			DRAWN: M.BUCZAK	12/19		LEA.?	3
File No			CHECKED: D.KING	12/19			
			SIGNED:				

APPENDIX 2 – MINISTERIAL CONSENT



Department of **Planning,
Lands and Heritage**

Land Use Management

Your ref: Claire Thomson
Our ref: Leanne North, A10838317.
Enquiries: Leanne North, ph 08) 6552 4449
Fax: 6552 4417

6 February 2020

Chief Executive Officer
Shire of Denmark
PO Box 183
DENMARK WA 6333

Email only: Claire Thompson <ea@denmark.wa.gov.au>

Dear Sir

Section 18 Ministers Consent for proposed Lease part of Reserve 30277 Lot 952 on Deposited Plan 39348, Shire of Denmark between Shire of Denmark and Denmark Men's Shed Inc.

Thank you for your recent correspondence regarding permission to Lease part of Reserve 30277 Lot 952 on Deposited Plan 39348 which is set aside for the purpose of Historical Precinct, Recreation and Community Purposes and managed by the Shire of Denmark with power to lease for any term not exceeding 21 years subject to the consent of the Minister for Lands.

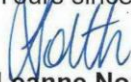
In accordance with section 18 of the *Land Administration Act 1997* (LAA) approval from the Minister for Lands is granted to the proposed Lease provided to the Department of Planning, Lands and Heritage (DPLH) by email dated 6 February 2020 on the condition that the final Lease executed by the parties is on the same terms as that provided to DPLH with that email and subject to the commencement date being within 3 months from the date of this approval letter. If the final document executed by the parties is not on the approved terms, then it may be void under section 18 LAA.

Please note that this approval is for the purposes of section 18 LAA only and does not constitute an endorsement as to the terms and effect of the document. DPLH cannot provide any advice in respect of the Lease and recommends that each party obtain their own independent advice as to their rights and obligations under the Lease.

This approval is subject to the registration requirements of the *Transfer of Land Act 1893*. You will need to provide a copy of this letter to Landgate if the documents are to be lodged for registration at Landgate.

Should you have any enquiries please don't hesitate to contact me on any of the above details.

Yours sincerely



Leanne North
Senior Land Officer
Case Delivery

APPENDIX 3 – DENMARK HISTORICAL RAILWAY STATION PRECINCT CONCEPT PLAN



DENMARK RAILWAY STATION PRECINCT

THE FORMER DENMARK RAILWAY STATION WITH ITS RAILWAY LINES LEADING TO ALBANY AND NORNALUP FORMS AN IMPORTANT PART OF DENMARK'S HISTORICAL HERITAGE. IT PLAYED A LEADING REGIONAL ROLE IN THE DEVELOPMENT OF THE TIMBER INDUSTRY AND IT WAS A VITAL PART IN PEOPLE'S LIVES UNTIL ITS FINAL CLOSURE IN 1957. THIS CONCEPT PLAN PORTRAYS THIS RICH AND INTERESTING HISTORY THROUGH THE DEVELOPMENT OF THE FOLLOWING ELEMENTS.

- * A LANDSCAPED PARK ADJACENT TO THE EXISTING MACHINERY SHED WITH EXHIBITION SPACES FOR HISTORICAL MACHINERY AND ARTIFACTS.
- * THE RELOCATION OF THE OLD RAILWAY STATION BUILDING TO THE SOUTH WEST OF THE PRECINCT WITH AN OPTION FOR COMMUNITY USE.
- * THE DEVELOPMENT OF A NATURE PLAY SPACES WITH PICNIC FACILITIES.
- * THE DEVELOPMENT OF AN HISTORICAL INTERPRETATION SYSTEM THROUGHOUT THE RAILWAY STATION PRECINCT AND EXTENDING ALONG THE HERITAGE RAILWAY TRAIL.

TRAIL HUB

THIS AREA HAS A NATURAL CONVERGENCE OF WALKING, CYCLING AND BRIDLE TRAILS WHICH ADDS SIGNIFICANTLY TO THE LIFESTYLE AND RECREATIONAL VALUE OF THE AREA. THIS CONNECTIVITY IS A GREAT ASSET FOR THE FACILITY.

LANDSCAPE

PLANTINGS WITHIN THE PRECINCT ARE TO BE INDIGENOUS SPECIES WITH AN EMPHASIS ON COLOURFUL WILDFLOWERS WHICH WOULD BE AT THEIR BEST IN SPRING. INDIGENOUS COLOURFUL WILDFLOWERS AND SMALL SHRUBS INCLUDE: - *Acacia pulchella*, *Bossiaea aquifolium*, *Boronia gracilipes*, *Chorizanthe species*, *Dampiera species*, *Hovea trispemna*, *Hibbertia species*, *Kennedia coccinea*, *Leschenaultia biloba*, *Oxylobium capitatatum* and *Trymallium floribundum*. FEATURE TREES WITHIN THE PRECINCT COULD BE *Corymbia ficifolia* KNOWN FOR ITS SPECTACULAR RED BLOSSOMS OVER THE SUMMER MONTHS.

CONSIDER FORMATION OF A 'FRIENDS OF DENMARK HISTORICAL RAILWAY STATION PRECINCT' TO TACKLE THE REMOVAL OF WEEDY SPECIES IN PARTICULAR *Robinia pseudoacacia* WHICH ARE CURRENTLY DOMINATING THE VEGETATION ALONG THE HERITAGE RAILWAY TRAIL. SUCH A GROUP COULD ALSO BE INVOLVED IN REVEGETATING THE EXISTING CREEK BED WITH RUSHES AND SEDGES AND THE ESTABLISHMENT OF BUFFER AND SCREEN PLANTINGS WITHIN THE PRECINCT.

HISTORICAL INTERPRETATION FOR CHILDREN.

CHILDREN ARE NATURALLY HIGHLY INTERESTED IN THEIR SURROUNDING WORLD AND LOVE DISCOVERING AND LEARNING ABOUT ITS HISTORY. THEREFORE THE HISTORICAL INTERPRETATION IN PLAY AREAS WILL BE CHILD SENSITIVE, INTERACTIVE AND FOLLOW THE TOUCH AND FEEL BASED 'LEARNING THROUGH PLAY' PHILOSOPHY. THE DELIVERY OF HISTORICAL FACTS TO CHILDREN IN PLAY AREAS COULD BE ACHIEVED THROUGH SCULPTURES, HISTORICAL MACHINERY AND STRUCTURES AS WELL AS THE USE OF MATERIAL AND TEXTURES REFLECTING UPON LIFE DURING THE 19TH AND 20TH CENTURY IN DENMARK AT THE 'MILLARS' TIMBER MILLS; THE TRAIN STATION; AND THE TIMBER LOGGING AREAS. MACHINERY AND TOOLS LOCATED IN PLAYSACES SHOULD BE MADE ACCESSIBLE FOR EXPLORATION, ADVENTURES, LEARNING AND PLAY.

'NATURE PLAY'

'NATURE PLAY' IS A WORLD WIDE MOVEMENT TO IMPROVE CHILDREN'S PLAY OPPORTUNITIES AND TO DEVELOP A STIMULATING PLAY ENVIRONMENTS FOR CHILDREN.

'NATURE PLAY' IS BASED ON RESEARCH INTO CHILD HEALTH AND WELLBEING WHICH HAS REVEALED THAT A VARIETY OF FACTORS SUCH AS URBAN SPRAWL; STANDARDIZATION OF PARKS AND PLAYGROUNDS; DIMINISHING CONTACT WITH NATURE; AND THE INCREASE OF COMPUTER BASED ACTIVITIES MAY HAVE CAUSED PROBLEMS AND DEFICIENCIES (SUCH AS OBESITY, SEDENTARY BEHAVIOUR AND DEPRESSION) FOR SOME CHILDREN WHILE GROWING UP. THIS IS DUE TO A LACK OF STIMULATION, LACK OF UNSTRUCTURED PLAY AND LACK OF PHYSICAL ACTIVITIES.

THE VALUE OF NATURAL PLAYSACES

RESEARCH HAS ALSO SHOWN THAT UNSTRUCTURED PLAY IN NATURAL OR SEMI-NATURAL ENVIRONMENTS ENHANCE CHILDREN'S DEVELOPMENT, INTEREST, IMAGINATION AND CONNECTION WITH NATURE. NATURAL SPACES ALSO SPONTANEOUSLY STIMULATE HIGH LEVELS OF PHYSICALLY ACTIVE PLAY IN CHILDREN AND INCREASE THE LEVEL OF SOCIAL INTERACTION, COOPERATION AND ACCEPTANCE BETWEEN CHILDREN.

NATURAL PLAY ENVIRONMENTS

NATURAL ENVIRONMENTS ARE DYNAMIC AND CONSTANTLY CHANGING IN SPACE AND TIME. THEY CONSIST OF A VARIETY OF HIGHLY COMPLEX HABITATS. THESE SPACES OFFER CHILDREN A MULTIPLICITY OF ENCOUNTERS AND SENSATIONS; A DIVERSITY OF TOPOGRAPHY AND TEXTURES; AND A VARIETY OF CHILD-SIZED SPACES, HIDEAWAYS AND HOLES TO EXPLORE AND INHABIT.

ADOPTED BY COUNCIL 19 FEBRUARY 2019 / RESOLUTION NO. 230219

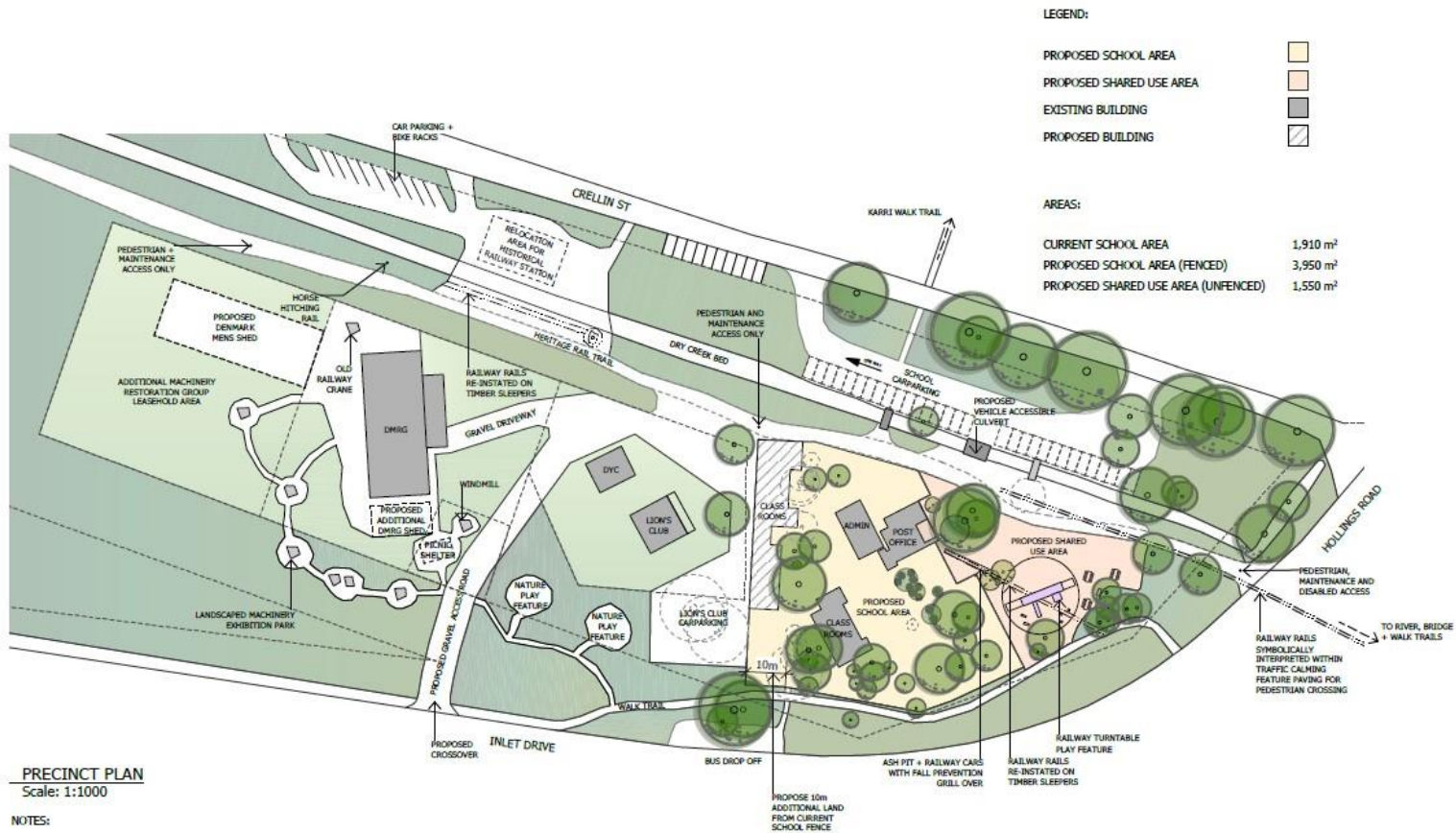
beimir
building design
9 Bell Road, William Bay, WA, 6333
dm.beirm@gmail.com +61 424506929

CLIENT:
SPIRIT OF PLAY
COMMUNITY SCHOOL

PROJECT STAGE:
DENMARK HISTORICAL RAILWAY STATION PRECINCT
SPIRIT OF PLAY LEASE EXPANSION CONCEPT

DATE:
9/4/19

SHEET 01 / 02:
PRECINCT CONCEPT



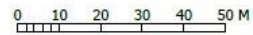
PRECINCT PLAN
Scale: 1:1000

NOTES:

- * SCHOOL SITE MASTERPLAN STILL AT CONCEPT STAGE. ALL PROPOSED STRUCTURES, TREE REMOVALS, LANDSCAPING ETC TO BE CONFIRMED.
- * SPIRIT OF PLAY COMMUNITY SCHOOL'S VISION, DEVELOPMENT + USE OF THE SITE IS IN KEEPING WITH THE SHIRE APPROVED PRECINCT CONCEPT. THE PROPOSED LEASE EXPANSION WILL STILL ALLOW FOR THE VAST MAJORITY OF THE PRECINCT TO BE DEVELOPED AS PER THE APPROVED MASTERPLAN.

ADOPTED BY COUNCIL 19 FEBRUARY 2019 / RESOLUTION NO. 230219

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9 Bell Road, William Bay, WA, 6333
dm.belmir@gmail.com +61 424506209



CLIENT:
SPIRIT OF PLAY
COMMUNITY SCHOOL

PROJECT STAGE:
DENMARK HISTORICAL RAILWAY STATION PRECINCT
SPIRIT OF PLAY LEASE EXPANSION CONCEPT

DATE:
9/4/19

SHEET 02 / 02:
PRECINCT PLAN