

THIS INDENTURE made the 22<sup>nd</sup> day of August one thousand nine hundred and ninety seven between SHIRE OF JERRAMUNGUP a local authority constituted under the Local Government Act 1995 of Jerramungup in the State of Western Australia (hereinafter called "the Lessor") of the one part and BREMER BAY SPORTS CLUB INC. of Bremer Bay aforesaid (hereinafter called "the Lessee") of the other part.....

X

**WHEREAS**

The Lessee has applied to the Lessor for a lease of portion of that piece of land situated at Bremer Bay aforesaid and being more particularly described as Reserve 511 vested in the Lessor under and by virtue of the Land Act 1933 (as amended). The aforesaid portion to be of one hundred hectares and per the attached plan coloured red.....

**AND WHEREAS**

The Lessor has agreed to grant a lease to the Lessee subject to the terms and conditions hereinafter set forth.....

**NOW THEREFORE THIS INDENTURE WITNESSETH**

**DEMISE AND TERM**

1. In consideration of the rents and covenants on the part of the Lessee hereinafter reserved or contained or herein implied the Lessor **HEREBY LEASES AND DEMISES** to the Lessee all that land being the portion of Reserve No. 511 as aforesaid described and defined (hereinafter referred to as "the Demised premises")....
2. (a) To hold the same unto the Lessee subject to the covenants powers and conditions hereinafter contained for the term of twenty years (20) from and including the first day of March, one thousand nine hundred and ninety five.....
2. (b) The Lessee shall at the expiration of the said term have the option of renewal subject to the approval of the Minister for Lands and subject to the approval of the Governor as per Section 37 of the Land Act October 1933 and the Local Government Act 1995.....

**RENT**

3. Yielding and paying therefore unto the Lessor during the said term the rental payment of one (1) dollar set forth in the Minutes of the Jerramungup Shire Council Meeting on the nineteenth day of August one thousand nine hundred and ninety seven.....

COVENANTS BY THE LESSEE

4. The Lessee doth hereby to the intent that the obligations shall continue throughout the whole term and be binding upon and enforceable not only against the Lessee as hereinafter defined but also against any any every occupier whatsoever for the time being and from time to time of the demised premises or any part thereof.

COVENANTS with the Lessor as follows.....

(a) That the Lessee will at the expiration or other sooner determination of the said term quietly yield up the demised premises to the Lessor.....

(b) That the Lessee at all times will not or permit (by any or all other persons) the erection and or the construction of any building on the demised premises not in accordance with the Building Code of Australia, the Local Government Act 1995, the Health Act, the Public Works Act and every amendment or modification and of all regulations made under such Acts without written expressed authority of the Lessor....

(c) That the Lessee will at all times and from time to time during the said term cleanse and keep clean the said demised premises and will subject as hereinafter mentioned at its own expense comply with, carry out and perform the requirements of the Local Government Act and Health Act and every amendment or modification and of all regulations made thereunder and will deliver to the Lessor within seven days of the receipt of same by the Lessee any other order or requisition made by any Authority under any such Act or Regulation.....

(d) That subject as is herein provided the Lessee will not during the said term assign, transfer, sublet or part with the possession of the said demised premises or any part thereof without the consent in writing of the Lessor and the Minister for Lands first had and obtained and such consent may be arbitrarily withheld and the provision of Section 4 of the "Landlord and Tenant Act 1912" is expressly excluded from the Lease.....

(e) To at all times comply with, observe and enforce the provisions of any By-Law promulgated or to be promulgated by the Lessor with respect to the conduct of persons on reserves or things incidental thereto.....

(f) To at all times keep and maintain all buildings, fences, gates and other erections and improvements on the said demised premises in good and substantial repair, working order and condition (fair wear and damage by fire, storm and tempest excepted).....

(g) To yield up the said demised premises at the expiration or sooner determination of the said term in good and substantial repair order and condition and in accordance with the covenants herein contained or implied.....

(h) To promote and encourage on the demised premises sport and sporting activities.

(i) To permit authorised officers of the Lessor free access to the demised premises at any time for the purpose of enforcing any By-Laws of the Lessor or for any other purpose which the Lessor may direct.....

(j) Not to permit any sporting body or organisation the exclusive use of any part of the demised premises without the consent in writing of the Lessor.....

5. **THE LESSOR** covenants with the Lessee as follows.....

(a) That the Lessee duly paying the rent hereby reserved and performing and observing the agreements, stipulations and conditions on its part contained or implied shall peaceably and quietly hold and enjoy the leased premises during the said term without any interruption by the Lessor or any person or persons rightfully claiming under or in trust for it.....

(b) To permit the Lessee to sublease part or parts of the demised premises to any other sporting bodies for periods of twelve months or part thereof and for continuing periods of twelve months.....

(c) To permit the Lessee to levy charges or fees for the use of the demised premises or any part thereof subject to the approval of the Lessor being granted in respect of such fees or charges levied and on such approval being granted such fees or charges shall remain in force for a period as the Lessor shall determine.....

Any such fees or charges received by the Lessee shall be applied by it solely for the purposes of the administration and useage of the demised premises for the purposes set forth in this agreement.....

6. **PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED BY AND BETWEEN** the parties hereto as follows.....

(a) That if any agreement affirmative or negative on the Lessees part herein contained or implied is not at any time performed or observed or if the Lessee or other person or persons in whom for the time being the term hereby created shall be vested at any time become bankrupt or make an assignment for the benefit of its creditors or if the Lessee or other person or persons in whom for the time being the term hereby created shall be vested avail themselves of the provisions of the

Bankruptcy Act 1924 (Federal) or any other similar Statute in force or any amendment thereof if the permitted Transferee or subleasee of the leased premises being a Company shall go into voluntary or compulsory liquidation then and in any or either of the said cases it shall be lawful for the Lessor at any time thereafter and without making any demand to re-enter upon and take possession of the leased premises thereupon this lease shall absolutely cease and determine and the Lessor may again repossess and enjoy the leased premises as in its first or former estate but without prejudice to any right action or remedy of the Lessor in respect of any prior breach by the Lessee of the agreements stipulations and provisions contained or implied in this agreement.....

(b) That the Lessee subject as herein before provided shall and may exercise all such authority and control over the demised premises as they deem fit (subject to all by-laws and regulations as aforesaid).....

(c) On the termination of the said lease all buildings works fixtures or improvements on the demised premises shall vest unconditionally in the Lessor and the Lessee shall have no interest or claim therein.....

7. (a) In the event of the Lessee exercising the option of renewal contained in Clause 2 (b) herein shall do so subject to the provisions of Clause 2 (b) and on such terms and conditions as mutually agreed on by both parties.....

7. (b) The Lessor shall at all times ensure that the right of access by the public to the seashore is preserved.....

8. Any notice or demand requiring to be served or given under these presents may be served personally but shall be sufficiently served on the Lessee if addressed to the Secretary for the time being of the said Club by registered letter and the address herein appearing and if so posted shall be deemed served three days after having been so posted.....

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.....

THE COMMON SEAL OF THE )  
SHIRE OF JERRAMUNGUP IS )  
hereunto affixed by order )  
of the Council in the )  
presence of: )



*[Handwritten signature]*  
.....

**PRESIDENT**

*[Handwritten signature]*  
.....

**CHIEF EXECUTIVE OFFICER**

THE COMMON SEAL OF THE )  
BREMER BAY SPORTS CLUB )  
INCORPORATED )  
was hereunto affixed in the )  
presence of: )



*M J O'Sullivan J.P.*  
*24 Gabon St*  
*Bremer Bay 6338*

*[Handwritten signature]* X  
.....

**PRESIDENT**

*[Handwritten signature]* X  
.....

**SECRETARY**

after having been so posted.

IN WITNESS WHEREOF the parties hereto have hereunto set..  
their hands and seals the day and year first hereinbefore  
written.

FIRST SCHEDULE

