

## Department of Planning and Environment

CM9 Ref: 23/04742

Caleb Jackson  
Director  
Apollo Fabrication  
10-12 Telegraph Road  
YOUNG NSW 2594

Email: [REDACTED]

Dear Caleb

**Proposed Development:** Planning Proposal - Rezoning

**Location:** 10-12 Telegraph Road, Young – Lot 11 & 12 DP 1138027 and Lot 101 DP 12747909

I refer to your email to the Department of Planning and Environment – Crown Lands (the Department) dated 16 November 2023 regarding a planning proposal for land at 10-12 Telegraph Road, Young (Lot 11 & 12 DP 1138027 and Lot 101 DP 12747909).

Under the *Environmental Planning & Assessment Act, 1979*, no landowner's consent is required by a relevant planning authority to progress a planning proposal on any land, including Crown land. Hilltops Council will be the relevant planning authority in this instance, and will be required to consult with the Department in respect of the merits of the rezoning as part of its formal consultation process. The Department will provide advice to the Council in respect of the merits of the planning proposal at that time.

Should you require any further information, please do not hesitate to contact me at the Goulburn Crown Lands Office by or email [REDACTED]

Yours sincerely



**Jacqui Harmer**  
Senior Natural Resource Management Officer  
Department of Planning & Environment - Crown Lands

Date: 30 November 2023

# L I C E N C E

File Reference

14/05879

**Crown Lands Act 1989 - Section 34A**

Licence Number

RI 536824

## MINISTER

The Minister administering the Crown Lands Act 1989, (hereinafter referred to as the Minister)

grants to

## LICENSEE name & address

**YOUNG NSW 2594**  
(hereinafter referred to as the Holder)

a Licence pursuant to the provisions of Section 34A of the Crown Lands Act 1989 in respect of the land described hereunder in Parts 1 and 2 and subject to the terms and conditions contained in the following pages and Schedule 1, and in any additional Schedules or documents referred to in Schedule 1.

## EXECUTION

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

## THE MINISTER

\_\_\_\_\_  
as delegate of the Minister

\_\_\_\_\_  
name and position

## THE HOLDER

In consideration of the grant of this Licence I / We agree to be bound by the terms, conditions and provisions of the Licence.

Signed in my presence by the holder who is personally known to me

Nathan Adams 19.03.2015

Calvin 19.03.2015

Joseph 19.03.2015

Frederic P. Jackson 19.03.2015  
signature of holder date

Ross Ferguson  
signature of witness

19.03.2015  
date

Ross Ferguson  
name of witness (block letters)

[Redacted]  
address & occupation of witness  
125 Pitt St.

## DESCRIPTION OF LANDS

### PART 1

Local Govt. Area	YOUNG		
County	MONTEAGLE		
Parish	YOUNG		
Suburb	YOUNG		
Status:	Lot	Section	DP
Crown land being	12		DP: 1138027

### PART 2

Plan/diagram: Schedule 3	Area: 2950m2
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**TEXT DESCRIPTION:** Crown Land being Lot 12 DP 1138027 (Reserve 754611 for future public requirements notified 29 June 2007) as shown by red edge on Schedule 3

Note - a Table of Contents appears at the end of this Licence (6.001)

\*\*\*\*\* End of Description of Land (Crown Land) \*\*\*\*\*

## **1. Definitions**

In this Licence unless the contrary intention appears:

"CLA" means the Crown Lands Act 1989

"Commencement Date" means the date on which this Licence is stated to commence.

"Holder" means the person described as the Holder on the front page of this Licence.

"Improvements" means all buildings structures facilities works and pontoons situated on or in the land or which under the terms of this Licence are to be situated on or in the land.

"Land" means the land specified in Parts 1 and 2 of this Licence under the heading "DESCRIPTION OF LAND" (including any submerged land and waterway) or where the context so admits any part thereof.

"Licence" means this Licence including the Schedules and Annexures hereto.

"Minister" means the Minister referred to on the front page of this Licence as the Minister and where not repugnant to the context includes the Successors of Minister and the servants and agents of the Minister.

"Pontoon" means a floating landing stage.

"Premises" means the Land the Improvements and the Holder's Plant and where the context so permits any part of the foregoing.

"Rent" means the rent provided for in this Licence.

"Term" means the period commencing on the "Commencement Date" and terminating on the "Termination Date".

"Termination Date" means the date on which the Licence is revoked or ceases to have effect in accordance with the provision of this Licence. (6.002)

## **2. Plurals and Genders**

- (a) Words importing the singular number shall include the plural and vice versa.
- (b) Words importing the masculine gender shall include the feminine or neuter and vice versa.
- (c) Any reference to a person shall be deemed to include a reference to a corporation and vice versa. (6.004)

## **3. Contra Proferentum**

No rules of construction shall apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Licence or any part of it. (6.005)

## **4. Headings Plans and Code Numbers**

- (a) Headings (and subheadings within clauses) marginal notes the matter appearing in Column 1 of Schedule 1 and the Table of Contents have been inserted for guidance only and shall be deemed not to form any part of the Licence.

- (b) Any plan or diagram attached or annexed to this licence, which purports to depict the land shall be deemed not to form any part of the licence unless that plan or diagram is referred to in PART 2 in the DESCRIPTION OF LAND.
- (c) The code number appearing at the end of each clause of the Licence shall be deemed not to form part of the Licence. (6.006)

## **5. Clauses and Schedules**

References to Clauses Parts and Schedules are references to clauses parts and schedules of this Licence. (6.007)

## **6. Statutes**

- (a) A reference to a statute statutory instrument or ordinance includes amendments to that statute statutory instrument or ordinance whether by subsequent statutes statutory instruments or ordinances or otherwise and any statute statutory instrument or ordinance passed in substitution for the statute statutory instrument or ordinance referred to or incorporating any of its provisions.
- (b) A reference to a statute includes a reference to any regulation made thereunder. (6.008)

## **7. Joint and Several Covenants**

Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally. (6.009)

## **8. Severability**

Any provision of this Licence which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provision in any other jurisdiction. (6.010)

## **9. Applicable Law**

This Licence shall be construed and interpreted in accordance with the law of New South Wales. (6.011)

## **10. Licence a "Holding" for purposes of the CLA**

The Holder acknowledges that this Licence is a Holding within the meaning of the CLA and the Holder is a Holder within the meaning of that Act and the provisions of that Act relating to holdings and holders apply to this Licence and the Holder. (6.012)

## **11. Performance of Functions etc**

Any power authority duty or function conferred or imposed upon the Minister under this Licence may be exercised or performed by any person authorised by the Minister. (6.013)

## **12. Authorised Officer**

Where under this Licence the Minister is empowered to authorise any person to perform or exercise any power authority duty or function under this Licence such person shall be validly authorised if he is

authorised to exercise any power authority duty or function conferred by any Licence granted by the Minister or any Licence of a specified type or any Licence within a specified locality. (6.014)

### **13. Minister as Public Authority**

The Minister and Holder acknowledge that nothing in this Licence can in any way restrict or otherwise affect the Minister's unfettered discretion as to the use of the Minister's statutory powers as a public authority. (6.015)

### **14. Approval by the Minister**

- (a) In any case where pursuant to this Licence the doing or executing of any act matter or thing by the Holder is dependent upon the approval or consent of the Minister such approval or consent shall not be effective unless given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise herein provided.
- (b) The Holder expressly agrees that any failure to comply with a condition imposed by the Minister will constitute a failure by the Holder to comply with a condition of this Licence. (6.016)

### **15. Opinion of the Minister**

Any opinion to be formed by the Minister for the purposes of this Licence may be formed by the Minister on such grounds and material as the Minister determines to be sufficient after consultation if the Minister deems it necessary with any New South Wales Government Department or other public authority the Standards Association of Australia or any other body whose objects and functions are relevant. In forming any such opinion the Minister shall be deemed to be exercising merely administrative functions. (6.017)

### **16. Holder to pay Cost of Work**

Whenever the Holder is required in this Licence to do or effect any act matter or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk cost and expense of the Holder. (6.018)

### **17. Notices**

- (a) All notices or communications required to be or which may be given or served by the Minister to or upon the Holder under this Licence or which may be convenient to be given or served in connection with this Licence shall be in writing and shall be sufficiently given or served if left at or sent by ordinary post addressed to the Holder at his address specified in Column 2 of Item 1 of Schedule 1 or at the Premises or at such other place as notified in writing by the Holder to the Minister.
- (b) All notices or communications required to be or which may be given or served by the Holder to or upon the Minister under this Licence or which may be convenient to be given or served in connection with this Licence shall be in writing and shall be sufficiently given or served if signed by the Holder or if the Holder is a corporation by the Secretary of the Holder or the person acting as such for the time being and if left at or sent by ordinary post addressed to the person specified in Column 2 of Item 2 of Schedule 1.
- (c) Any notice or communication given or served by post shall be deemed to have been duly given or served at the time when it would in the ordinary course be delivered. (6.019)

**18. Manner of Payment of Rent and Other Moneys**

The rent and other moneys payable in accordance with this Licence shall be paid to the Minister at the address specified in Column 2 of Item 3 of Schedule 1 or to such other person or at such other address as the Minister may from time to time direct by notice in writing served on the Holder. (6.020)

**19. Time to be of the Essence**

The Minister and the Holder expressly agree that where in any provision of this Licence the Holder is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time time shall be the essence of the contract in that regard. (6.021)

**20. Whole agreement**

The conditions covenants and provisions contained in the Licence expressly or by statutory implication and any provision of the CLA which apply to this Licence cover and comprise the whole of the agreement between the parties hereto and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Premises or otherwise shall be deemed to be implied herein or to arise between the parties hereto by reason of the invitation by the Minister to the Holder to submit a proposal for the redevelopment of the Premises or any document issued by the Minister prior thereto or by reason of the subsequent negotiations between the parties hereto or by reason or any promise representation warranty or undertaking given or made by any party hereto to another on or prior to the execution hereof or during the Term and the existence of any such implication or collateral or other agreement is hereby negated. (6.022)

**21. Permitted Use**

- (a) This Licence confers on the Holder a right to occupy the Premises for the purpose specified or referred to in Column 2 of Item 4 in Schedule 1.
- (b) The Holder will not use the Premises or allow them to be used for any purpose other than the purpose specified in Column 2 of Item 4 in Schedule 1. (6.023)

**22. No Exclusive Possession**

The Holder acknowledges that this licence does not confer exclusive Possession of the Premises upon the Holder. (6.023A)

**23. Holder not to Commit Nuisance etc**

The Holder will not at any time during the Term of this Licence:

- (a) carry on or permit to be carried on at the premises any noxious nuisance or offensive trade business.
- (b) do or permit to be carried on at the premises any act matter or thing which results in nuisance damage or disturbance to the Minister or owners or occupiers of adjoining or neighbouring lands or buildings.
- (c) use the premises for any illegal activity. (6.024)

**24. No Residence on Premises**

The Holder will not reside or permit any other person to reside on the Premises other than as may be specified or referred to in Column 2 of Item 4A of Schedule 1. (6.025)

**25. Commencement and Revocation of Licence**

- (a) This Licence shall commence on the date specified or referred to in Column 2 of Item 5 of Schedule 1 and shall continue in force until it is revoked in accordance with the provisions of this clause.
- (b) The Minister may in his absolute discretion revoke this Licence at any time by serving on the Holder a notice in writing revoking this Licence.
- (c) A revocation made under this clause shall take effect on the date specified in the notice or where no date is specified in the notice on the date on which the notice is served on the Holder.
- (d) Except as may be expressly provided for in this Licence the Holder acknowledges and agrees that the Holder will not be entitled to any compensation costs or damages in respect of the revocation of this Licence. (6.027)

**26. Termination of Licence on Determination of Native Title**

- (a) Notwithstanding any other provision of this Licence this Licence shall terminate in the event that an approved determination is made under any statute relating to native title that native title exists in the land or part thereof.
- (b) Except as may be expressly provided for in this Licence the Holder acknowledges and agrees that the Holder will not be entitled to any compensation costs or damages in respect of the termination of this Licence by operation of this clause. (6.029A)

**27. Payment of Rent (CPI)**

- (a) For the purposes of this clause:

*"Initial Rent"* means the rent specified in Column 2 of Item 11 of Schedule 1.

*"CPI Review Date"* means each anniversary date of the Commencement Date.

*"CPI Review Period"* means the period between each CPI Review Date.

*"Due Date"* means each anniversary date of the Commencement Date.

*"Market Rent Review Date"* means the date of the expiration of each period of years as specified in Column 2 of Item 12 of Schedule 1 calculated from the Commencement Date.

*"Market Rent Review Period"* means the period between each Market Rent Review Date.

- (b) The Holder covenants with the Minister that the Holder will during the whole of the Term pay to the Minister in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever the rent hereinafter provided.
- (c) The Holder will pay to the Minister on the commencement Date the Initial Rent and thereafter shall pay on each Due Date rent in advance adjusted as hereinafter provided.



- (d) (i) On the CPI Review Date the rent shall be adjusted in accordance with the following formula:

$$R = B \times \frac{C}{D}$$

where:

R represents the adjusted rent;

B represents the annual rent payable during the year preceding the CPI Review Date;

C represents the Consumer Price Index number for the last quarter for which such a number was published before the CPI Review Date; and

D represents the Consumer Price Index number for the last quarter for which such a number was published before the immediately preceding CPI Review Date (or if there is no immediately preceding CPI Review Date then the Commencement Date).

- (ii) In this clause "Consumer Price Index number" in relation to a quarter means the number for that quarter appearing in the Consumer Price Index (All Groups Index) for Sydney published by the Australian Statistician. In the event that such index be discontinued or abolished the Minister may at his absolute discretion nominate another Index.

- (iii) If the reference base for the Consumer Price Index is changed regard shall be had only to Index numbers published in terms of the new reference base or to Index numbers converted to the new reference base in accordance with an arithmetical conversion factor specified by the Australian Statistician.

- (iv) Any rent adjusted under this subclause shall be adjusted to the nearest whole dollar.

- (e) In addition to the indexation review provided for in subclause (d) on the first Market Rent Review Date after commencement and thereafter on each Market Rent Review Date the rent may be redetermined by the Minister pursuant to the provisions of Sections 142 and 143 of the CLA.
- (f) A redetermination of rent for the purposes of subclause (e) shall be deemed to have been made on the Market Rent Review Date if it is made at any time within the period of six months before the market Rent Review Date.
- (g) Where the Minister does not redetermine the rent as provided for in subclause (e) he may redetermine the rent pursuant to the provisions of Sections 142 and 143 of the CLA at any time prior to the next Market Rent Review Date and no succeeding Market Rent Review Date shall be postponed by reason of the operation of this subclause.
- (h) Where the Minister does not redetermine the rent on the First Market Rent Review Date or a Market Rent Review Date as provided for in subclause (e) the Holder may by notice in writing served on the Minister require that the Minister redetermine the rent pursuant to the provisions of Sections 142 and 143 of the CLA. Where the Holder requires the Minister to redetermine the rent under this subclause he shall pay on demand the costs of the Minister (or so much of the cost as the Minister may require) in making that determination.
- (i) Subject to the provision of subclause (j) a redetermination of rent as provided for in subclauses (e) (g) and (h) shall take effect and be due and payable from the date of issue of the notice of redetermination under Section 142 of the CLA even if an objection or appeal under that

Section has been lodged. On the completion of the objection and appeal process any necessary adjustments shall be made.

- (j) A redetermination of rent made before its relevant Market Rent Review Date as provided for in subclause (f) shall take effect from the relevant Market Rent Review Date even if an objection or appeal under Section 142 of the CLA has been lodged. On the completion of the objection and appeal process any necessary adjustments shall be made.
- (k) The Holder acknowledges that the Minister may make a direction under Section 152 of the CLA in respect of any rent payable under this Licence. (6.031)

## **28. Continuing Obligation**

The obligation of the Holder to pay the Rent shall be a continuing one during the term of this Licence and shall not abate in whole or in part or be affected by any cause whatsoever. (6.037)

## **29. Holder to Pay Rates etc**

The Holder will when the same become due for payment pay all (or in the first and last year of the term of this Licence the appropriate proportionate part) rates taxes (including Land Tax) assessments duties charges and fees whether municipal local government parliamentary or otherwise which are at any time during the currency of this Licence lawfully charged upon imposed or levied in respect of the Premises or on the Minister or the Holder on account thereof and will if required by the Minister produce to the Minister the receipts for such payments within ten business days after the respective due dates for payment AND in case such rates taxes duties and fees so covenanted to be paid by the Holder are not paid when the same shall become due the Minister may if the Minister thinks fit pay the same and any such sum or sums so paid may be recovered by the Minister as if such sums were rent in arrears. (6.039)

## **30. Holder to Pay Other Charges**

The Holder will pay all other fees charges and impositions which are at any time during the Term payable in respect of the Premises or on account of the use and occupation of the Premises by the Holder. (6.040)

## **31. Goods and Services Tax**

### **(a) Definitions**

In this clause the expressions "GST", "supply", and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

### **(b) Amounts GST Exclusive**

With the exception of any amount payable under this clause, unless otherwise expressly stated all amounts stated to be payable under this Licence are exclusive of GST.

### **(c) Responsibility for GST**

- (i) Despite any other provision in this Licence, if GST is imposed on any supply made under this Licence, the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply.
- (ii) The recipient must pay the amount referred to in subclause (c)(i) in addition to and at the time payment for the taxable supply is required to be made under this Licence.

(d) **Valuer/Umpire to return GST Exclusive Value**

Any valuer or umpire returning a valuation must return a GST exclusive market value for it in any case where the valuation is for the purpose of determining a supply value to which GST is to be added under this Licence. (6.040A)

**32. Holder to Pay for Services**

The Holder will as and when the same become due for payment pay to the Minister or to any other person or body authorised to supply the same all proper charges for gas electricity water or other services supplied to or consumed in or on the Premises and will also pay all charges in respect of any telephone services connected to the Premises. (6.041)

**33. Holder not to Impose Liability on Minister**

Subject to any other provision of this Licence the Holder will not without the written consent of the Minister by any act matter or deed or by failure or omission cause or permit to be imposed on the Minister any liability of the Holder under or by virtue of this Licence. (6.042)

**34. Holder not to undertake development without consent notwithstanding any other provision of this Licence**

The Holder will not undertake any development within the meaning of the Environmental Planning and Assessment Act 1979 contrary to the provisions of that Act or in breach of any restriction condition or prohibition imposed by an Environmental Planning Instrument or condition of a development consent. (6.043)

**35. Development Consent**

The Holder will not undertake any activity on or within the Premises for which consent is required under the Environmental Planning and Assessment Act 1979 or any Instrument made thereunder without first obtaining such consent and in accordance with any condition or requirement of that consent. (6.044)

**36. Compliance with Statutes**

- (a) The Holder will comply with the requirements of all statutes regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the premises.
- (b) The Holder will forthwith on being served with a notice by the Minister comply with any notice or direction served on the Minister by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises. (6.045)

**37. Holder not to deal with Licence or part with possession of Premises**

Subject to any other provision of this Licence the Holder will not during the Term of this Licence transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises. (6.047)

**38. Revocation on the Request of the Holder**

The Holder may at any time by notice served on the Minister request that this Licence be revoked and the Minister if he is satisfied that the Holder has complied with the conditions and provisions of this Licence or the CLA will as soon as practicable comply with such a request. (6.051)

**39. Interest on Overdue Money**

The Holder shall pay interest on any money due and payable under this Licence to the Minister at the rate prescribed from time to time under the provisions of Section 148 of the CLA and any such interest shall for the purposes of this Licence be deemed to be Rent in arrears. (6.052)

**40. Failure to pay money or Undertake Works**

- (a) Where under this Licence the Holder is required to pay any money to a third party and neglects to do so for a period of 14 days after the money became due and payable it shall be lawful for but not obligatory upon the Minister (and without prejudice to any rights and powers arising from such default) to pay such money as if it were the Holder and the Holder will reimburse the Minister in respect of any such payments on demand.
- (b) Where under this Licence the Holder is required to do or cause to be done any work or thing and the Holder neglects to do the work or thing for a period of 14 days after that work or thing was due or required to be done it shall be lawful for but not obligatory upon the Minister (and without prejudice to any rights and powers arising from such default) to do or effect such work or thing as if the Minister were the Holder and for that purpose the Minister the Minister's officers agents contractors and workmen may enter upon the whole or any part of the Premises and there remain for the purposes of doing or effecting any such work or thing and the Holder will reimburse the Minister for the cost of the doing or effecting the work or thing on demand. For the purposes of this clause the word cost shall include any sums paid for any insurance indemnities under the laws relating to workers compensation.
- (c) The Holder expressly agrees that any money or cost payable to the Minister under this clause shall constitute a debt owed by the Holder to the Minister and may be recovered by the Minister accordingly.
- (d) Where the Premises has a common boundary with other land owned leased or held by the Holder (hereinafter called the "other land"). The Holder irrevocably grants to the Minister the Minister's officers agents contractors and workmen a licence to enter upon the said other land for the purpose of gaining access to the Premises or for the purpose of undertaking any work or thing authorised permitted or contemplated by this Clause.

In exercising any power conferred by this subclause the Minister the Minister's servants employees and agents will not be liable for any reasonable damage suffered or occasioned to the other land or anything constructed thereon.

- (e) The Holder expressly agrees that the provisions of this clause shall continue after the expiration or sooner determination of this Licence and the Minister may make any payment or effect any work or thing authorised by this clause after the expiration or sooner determination of this Licence as if such expiration or sooner determination had not taken place. (6.053)

**41. Indemnity**

- (a) For the purposes of this clause the term Minister shall include Her Majesty the Queen Her heirs and Successors the State of New South Wales the Minister and the agents servants employees and contractors of Her Majesty Her Majesty's Heirs and Successors the State of New South Wales and the Minister.

- (b) The Holder agrees that the Holder will indemnify and keep indemnified the Minister from and against all actions suits claims and demands of whatsoever nature and all costs charges and expenses in respect of any accident or injury to any person or property which may arise out of the use of the Premises or the construction or maintenance of works as may be authorised under the Licence notwithstanding that the conditions of this Licence shall in all respects have been observed by the Holder or that any such accident or injury shall arise from any act or thing which he may be authorised or compelled to do hereunder except to the extent that any such claims and demands arise from any negligence or wilful act or omission on the part of the Minister.
- (c) The Holder expressly agrees that the obligations of the Holder under this clause shall continue after the expiration or other determination of this Licence in respect of any act deed matter or thing happening before such expiration or determination except to the extent that any such claims and demands arise from any negligence or wilful act or omission on the part of the Minister. (6.054)

#### **42. Construction Of Improvements Permitted With Consent**

- (a) For the purposes of this clause "Improvement" means any building structure facility work or pontoon.
- (b) The Holder will not construct effect erect or undertake any Improvements on the Premises other than with the prior consent in writing of the Minister. (6.067)

#### **43. Ownership of Improvements CLA**

The Holder acknowledges that the provisions of section 174 of the CLA apply. (6.074)

#### **44. General Requirement to repair**

Without prejudice to the specific obligations contained in this Licence the Holder will to the satisfaction of the Minister at all times during the Term keep all Improvements now erected or hereafter to be erected on the Land in good repair and properly maintained in all respects. (6.083)

#### **45. Premises to be kept in clean and tidy condition**

The Holder will at all times during the Term keep the Premises in a clean and tidy condition and will (subject to any other provision of this Licence) on the Termination Date leave the Premises in a clean and tidy condition. (6.088)

#### **46. Maintenance of Ground Areas**

The Holder will at all times during the Term keep the ground areas of the land landscaped and in good order and condition. If the Holder fails to keep such grounds in the said condition in the reasonable opinion of the Minister the Holder will at the request of the Minister enter into a contract with an appropriate person skilled in landscaping maintaining and caring for grounds with a view to keeping the grounds professionally landscaped clean tidy and in healthy condition. (6.089)

#### **47. Minister's Right to Enter Inspect and Repair**

The Minister and the Minister's agents may at all reasonable times upon giving to the Holder reasonable notice (except in the case of emergency when no notice shall be required) enter upon the Premises and view the state of repair thereof and may serve upon the Holder a notice in writing of any

defect (the repair of which is the Holder's obligation hereunder) requiring the Holder within fourteen days to repair the same. (6.090)

#### **48. Artefacts**

All fossils artefacts coins articles of value articles of antiquity structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall as between the Minister and the Holder be deemed to be the absolute property of the Minister and the Holder will as authorised by the Minister watch or examine any excavations and the Holder will take every precaution to prevent such articles or things being removed or damaged and shall immediately upon discovery thereof notify the Minister of such discovery and carry out at the reasonable expense of the Holder the Minister's orders as to the delivery up or disposal of such articles or things. (6.108)

#### **49. Land not to be Cultivated**

The Holder will not cultivate the Land. (6.110)

#### **50. Soil Conservation Act**

The Holder will comply with the provisions of the Soil Conservation Act 1938. (6.116)

#### **51. Holder Not to Clear Land**

- (a) The Holder shall not undertake any act upon the Land which would amount to the clearing of any of the land.
- (b) For the purpose of this clause the expression "clearing of any of the land" has the same meaning as that expression in the definition of "low impact future act" in section 24LA of the Native Title Act 1993 (Commonwealth). (6.117A)

#### **52. Holder to Fence**

The Holder will within the period specified or referred to in Column 2 of Item 49 of Schedule 1 from the commencement enclose the Land whether separately or conjointly with other lands held in the same interest with a substantial fence and maintain such fence in effective repair during the Term of the Licence. (6.119)

#### **53. Holder not to remove Materials**

- (a) The Holder will not mine remove extract dig up or excavate any sand stone gravel clay loam shell or similar substance or permit any other person to undertake any such action without the prior consent in writing of the Minister and subject to such conditions as the Minister may determine.
- (b) Subclause (a) shall not apply to any removal digging up or excavation as may be necessary to construct or undertake any improvement authorised by or under this Licence provided that any such removal digging up or excavation is undertaken in accordance with the requirements of that authority.
- (c) The Minister and the Holder expressly agree that a failure by the Holder to comply with any condition imposed pursuant to subclause (a) shall constitute a failure by the Holder to comply with a provision or covenant of this Licence. (6.194)

**54. Holder to Yield Up**

The Holder will forthwith upon the revocation of this Licence peaceably surrender and yield up to the Minister the Premises in good condition reasonable wear and tear excepted together with all conveniences amenities and appurtenances relating thereto clear and free from rubbish and in good and substantial repair order and condition in every case having regard to the age of what is being surrendered or yielded up. (6.199)

**55. No Right to Purchase etc**

The Holder expressly acknowledges that the grant of this Licence does not confer a right to purchase the land or to the grant of a lease or to the grant of a further licence. (6.200)

**\* \* \* \* \* End of Licence Clauses \* \* \* \* \***

**SCHEDULE 1**

Item	Paragraph No	Column 1 (description of variable particulars)	Column 2 - (particulars)
1	17	Holder's Address for service of notices	██████████ YOUNG NSW 2594
2	17	Minister's Address for service of notices	NSW Trade & Investment, Crown Lands, PO Box 2185 DANGAR NSW 2309
3	18	Address for payment of rent	NSW Trade & Investment, Crown Lands, PO Box 2155 DANGAR NSW 2309
4	21	Purpose for which Premises may be used	Storage Area
4A	24	No Residence on Premises	No residence
5	25	Commencement Date	31st January 2014
11	27	Initial Rent	\$458.00
12	27	Market Rent Review Period	3 years
49	52	Period within which Holder is to fence	3 months

\*\*\*\*\* End of Schedule 1 \*\*\*\*\*



## **SCHEDULE 2**

### **56. Holder to keep area free of bushfire hazards**

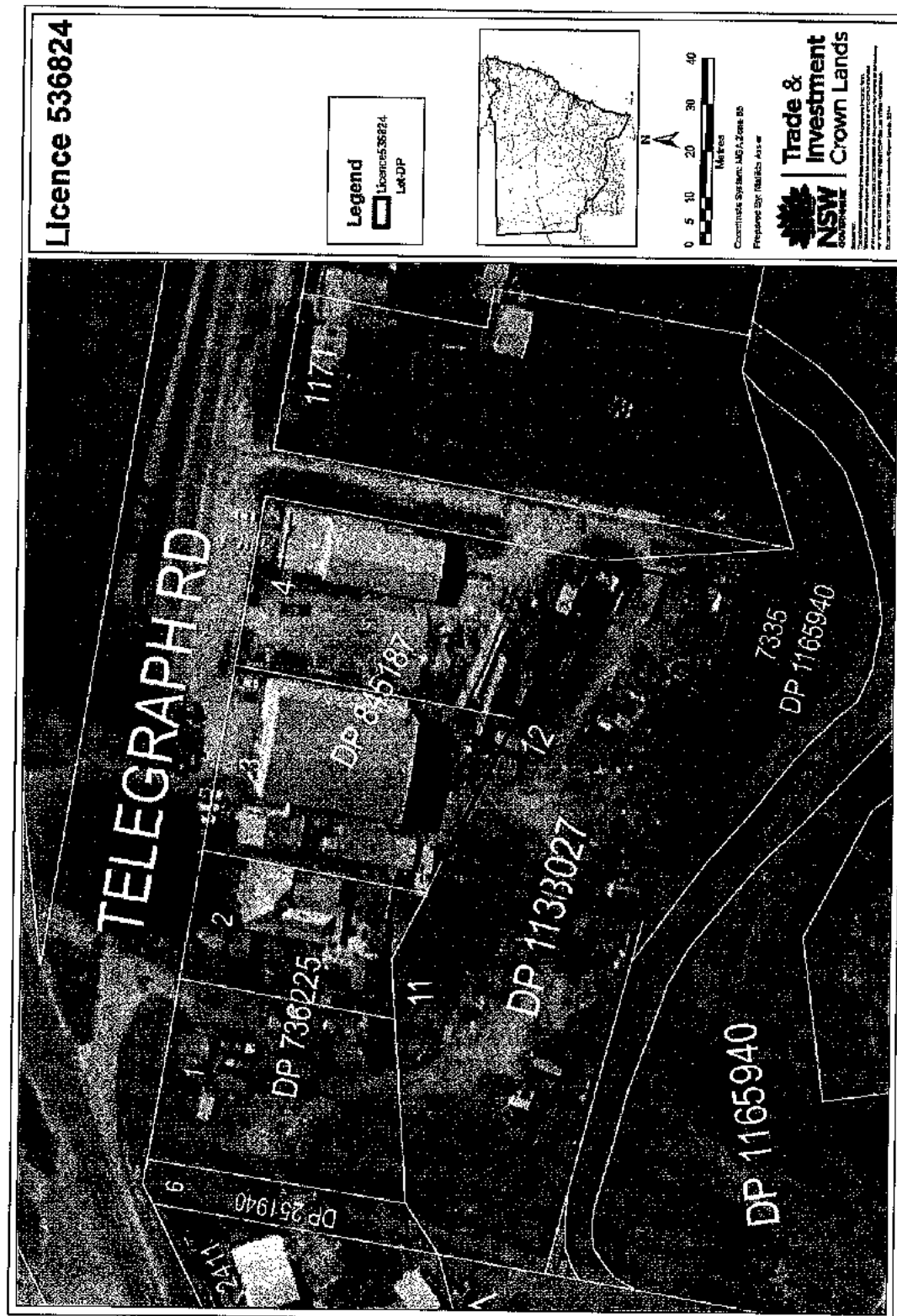
Holder to keep land free of bushfire hazards and to comply with any directions that the Rural Fire Service may impose on the land.

### **57. Protection of adjoining waterway and Crown Land**

No drainage of water, fluids or waste is to be directed from the licenced site or associated development onto the adjoining Crown land or into the adjoining waterway(Victoria Gully Creek). No activity is to be conducted which may cause any pollution or erosion to the said adjoining lands and waterway.

\*\*\*\*\* End of Schedule 2 \*\*\*\*\*

# SCHEDULE 3



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# L I C E N C E

File Reference

09/10999

**Crown Land Management Act 2016**

Licence Number

LI 450858

**MINISTER**

The Minister administering the Crown Land Management Act 2016, (hereinafter referred to as the Minister)

**LICENSEE  
name &  
address**

**Jackson Property Assets Pty Ltd  
C/- Caleb Jackson  
10-12 Telegraph Rd  
YOUNG NSW 2594**

Following the transfer of land in respect of which a Licence has previously been granted and pursuant to Section 5.27 of the Crown Land Management Act 2016, this Licence is now recorded in the Licensee's name, subject to the annexed terms and conditions. The Licensee is taken to have held the Licence from the effective date of the transfer specified below.

**DATE OF  
TRANSFER**

The effective date of this transfer is **12th June 2020**

**Disclaimer**

The terms and conditions contained within this licence document are a representation of those contained within the original licence granted to past licensees. The conditions in this document may slightly vary from the original licence document

## DESCRIPTION OF LANDS

**PART 1**

Local Govt. Area	HILLTOPS			
County	MONTEAGLE			
Parish	YOUNG			
Locality	YOUNG			
Status:		<b>Lot</b>	<b>Section</b>	<b>DP</b>
Crown land being		11		DP: 1138027

**PART 2**

Plan/diagram: Schedule 3	Area: 3247m2
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**TEXT DESCRIPTION:** Lot 11 DP 1138027 (Reserve 754611 for Future Public Requirements, notified 29 June 2007) as shown by red edge on schedule 3 Diagram.

# Terms and Conditions

## 1. Definitions

In this Licence unless the contrary intention appears:

"CLA" means the Crown Lands Act 1989

"Commencement Date" means the date on which this Licence is stated to commence.

"Holder" means the person described as the Holder on the front page of this Licence.

"Improvements" means all buildings structures facilities works and pontoons situated on or in the land or which under the terms of this Licence are to be situated on or in the land.

"Land" means the land specified in Parts 1 and 2 of this Licence under the heading "DESCRIPTION OF LAND" (including any submerged land and waterway) or where the context so admits any part thereof.

"Licence" means this Licence including the Schedules and Annexures hereto.

"Minister" means the Minister referred to on the front page of this Licence as the Minister and where not repugnant to the context includes the Successors of Minister and the servants and agents of the Minister.

"Pontoon" means a floating landing stage.

"Premises" means the Land the Improvements and the Holder's Plant and where the context so permits any part of the foregoing.

"RA" means the Roads Act 1993

"Rent" means the rent provided for in this Licence.

"Term" means the period commencing on the "Commencement Date" and terminating on the "Termination Date".

"Termination Date" means the date on which the Licence is revoked or ceases to have effect in accordance with the provision of this Licence. (6.002)

## 2. Plurals and Genders

- (a) Words importing the singular number shall include the plural and vice versa.
- (b) Words importing the masculine gender shall include the feminine or neuter and vice versa.
- (c) Any reference to a person shall be deemed to include a reference to a corporation and vice versa. (6.004)

## 3. Contra Proferentum

No rules of construction shall apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Licence or any part of it. (6.005)

## 4. Headings Plans and Code Numbers

- (a) Headings (and subheadings within clauses) marginal notes the matter appearing in Column 1 of Schedule 1 and the Table of Contents have been inserted for guidance only and shall be deemed not to form any part of the Licence.
- (b) Any plan or diagram attached or annexed to this licence, which purports to depict the land shall be deemed not to form any part of the licence unless that plan or diagram is referred to in PART 2 in the DESCRIPTION OF LAND.
- (c) The code number appearing at the end of each clause of the Licence shall be deemed not to form part of the Licence. (6.006)

## **5. Clauses and Schedules**

References to Clauses Parts and Schedules are references to clauses parts and schedules of this Licence. (6.007)

## **6. Statutes**

- (a) A reference to a statute statutory instrument or ordinance includes amendments to that statute statutory instrument or ordinance whether by subsequent statutes statutory instruments or ordinances or otherwise and any statute statutory instrument or ordinance passed in substitution for the statute statutory instrument or ordinance referred to or incorporating any of its provisions.
- (b) A reference to a statute includes a reference to any regulation made thereunder. (6.008)

## **7. Joint and Several Covenants**

Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally. (6.009)

## **8. Severability**

Any provision of this Licence which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provision in any other jurisdiction. (6.010)

## **9. Applicable Law**

This Licence shall be construed and interpreted in accordance with the law of New South Wales. (6.011)

## **10. Licence a "Holding" for purposes of the Act**

The Holder acknowledges that this Licence is a Holding within the meaning of the CLA and the Holder is a Holder within the meaning of that Act and the provisions of that Act relating to holdings and holders apply to this Licence and the Holder. (6.012)

## **11. Performance of Functions etc**

Any power authority duty or function conferred or imposed upon the Minister under this Licence may be exercised or performed by any person authorised by the Minister. (6.013)

## **12. Authorised Officer**

Where under this Licence the Minister is empowered to authorise any person to perform or exercise any power authority duty or function under this Licence such person shall be validly authorised if he is authorised to exercise any power authority duty or function conferred by any Licence granted by the Minister or any Licence of a specified type or any Licence within a specified locality. (6.014)

## **13. Minister as Public Authority**



The Minister and Holder acknowledge that nothing in this Licence can in any way restrict or otherwise affect the Minister's unfettered discretion as to the use of the Minister's statutory powers as a public authority. (6.015)

#### **14. Approval by the Minister**

- (a) In any case where pursuant to this Licence the doing or executing of any act matter or thing by the Holder is dependent upon the approval or consent of the Minister such approval or consent shall not be effective unless given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise herein provided.
- (b) The Holder expressly agrees that any failure to comply with a condition imposed by the Minister will constitute a failure by the Holder to comply with a condition of this Licence. (6.016)

#### **15. Opinion of the Minister**

Any opinion to be formed by the Minister for the purposes of this Licence may be formed by the Minister on such grounds and material as the Minister determines to be sufficient after consultation if the Minister deems it necessary with any New South Wales Government Department or other public authority the Standards Association of Australia or any other body whose objects and functions are relevant. In forming any such opinion the Minister shall be deemed to be exercising merely administrative functions. (6.017)

#### **16. Holder to pay Cost of Work**

Whenever the Holder is required in this Licence to do or effect any act matter or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk cost and expense of the Holder. (6.018)

#### **17. Notices**

- (a) All notices or communications required to be or which may be given or served by the Minister to or upon the Holder under this Licence or which may be convenient to be given or served in connection with this Licence shall be in writing and shall be sufficiently given or served if left at or sent by ordinary post addressed to the Holder at his address specified in Column 2 of Item 1 of Schedule 1 or at the Premises or at such other place as notified in writing by the Holder to the Minister.
- (b) All notices or communications required to be or which may be given or served by the Holder to or upon the Minister under this Licence or which may be convenient to be given or served in connection with this Licence shall be in writing and shall be sufficiently given or served if signed by the Holder or if the Holder is a corporation by the Secretary of the Holder or the person acting as such for the time being and if left at or sent by ordinary post addressed to the person specified in Column 2 of Item 2 of Schedule 1.
- (c) Any notice or communication given or served by post shall be deemed to have been duly given or served at the time when it would in the ordinary course be delivered. (6.019)

#### **18. Manner of Payment of Rent and Other Moneys**

The rent and other moneys payable in accordance with this Licence shall be paid to the Director-General, Department of Lands at the address specified in Column 2 of Item 3 of Schedule 1 or to such other person or at such other address as the Minister may from time to time direct by notice in writing served on the Holder. (6.020)

#### **19. Time to be of the Essence**

The Minister and the Holder expressly agree that where in any provision of this Licence the Holder is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time time shall be the essence of the contract in that regard. (6.021)

## **20. Whole agreement**

The conditions covenants and provisions contained in the Licence expressly or by statutory implication and any provision of the CLA which apply to this Licence cover and comprise the whole of the agreement between the parties hereto and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Premises or otherwise shall be deemed to be implied herein or to arise between the parties hereto by reason of the invitation by the Minister to the Holder to submit a proposal for the redevelopment of the Premises or any document issued by the Minister prior thereto or by reason of the subsequent negotiations between the parties hereto or by reason or any promise representation warranty or undertaking given or made by any party hereto to another on or prior to the execution hereof or during the Term and the existence of any such implication or collateral or other agreement is hereby negated. (6.022)

## **21. Permitted Use**

- (a) This Licence confers on the Holder a right to occupy the Premises for the purpose specified or referred to in Column 2 of Item 4 in Schedule 1.
- (b) The Holder will not use the Premises or allow them to be used for any purpose other than the purpose specified in Column 2 of Item 4 in Schedule 1. (6.023)

## **22. No Exclusive Possession**

The Holder acknowledges that this licence does not confer exclusive Possession of the Premises upon the Holder. (6.023A)

## **23. Holder not to Commit Nuisance etc**

The Holder will not at any time during the Term of this Licence:

- (a) carry on or permit to be carried on at the premises any noxious nuisance or offensive trade business.
- (b) do or permit to be carried on at the premises any act matter or thing which results in nuisance damage or disturbance to the Minister or owners or occupiers of adjoining or neighbouring lands or buildings.
- (c) use the premises for any illegal activity. (6.024)

## **24. No Residence on Premises**

The Holder will not reside or permit any other person to reside on the Premises other than as may be specified or referred to in Column 2 of Item 4A of Schedule 1. (6.025)

## **25. Commencement and Revocation of Licence**

- (a) This Licence shall commence on the date specified or referred to in Column 2 of Item 5 of Schedule 1 and shall continue in force until it is revoked in accordance with the provisions of this clause.
- (b) The Minister may in his absolute discretion revoke this Licence at any time by serving on the Holder a notice in writing revoking this Licence.
- (c) A revocation made under this clause shall take effect on the date specified in the notice or where no date is specified in the notice on the date on which the notice is served on the Holder.

- (d) Except as may be expressly provided for in this Licence the Holder acknowledges and agrees that the Holder will not be entitled to any compensation costs or damages in respect of the revocation of this Licence. (6.027)

## 26. Payment of Rent (CPI)

- (a) For the purposes of this clause:

"*Initial Rent*" means the rent specified in Column 2 of Item 11 of Schedule 1.

"*CPI Review Date*" means each anniversary date of the Commencement Date.

"*CPI Review Period*" means the period between each CPI Review Date.

"*Due Date*" means each anniversary date of the Commencement Date.

"*Market Rent Review Date*" means the date of the expiration of each period of years as specified in Column 2 of Item 12 of Schedule 1 calculated from the Commencement Date.

"*Market Rent Review Period*" means the period between each Market Rent Review Date.

- (b) The Holder covenants with the Minister that the Holder will during the whole of the Term pay to the Minister in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever the rent hereinafter provided.
- (c) The Holder will pay to the Minister on the commencement Date the Initial Rent and thereafter shall pay on each Due Date rent in advance adjusted as hereinafter provided.

- (d) (i) On the CPI Review Date the rent shall be adjusted in accordance with the following formula:

$$R = B \times \frac{C}{D}$$

where:

R represents the adjusted rent;

B represents the annual rent payable during the year preceding the CPI Review Date;

C represents the Consumer Price Index number for the last quarter for which such a number was published before the CPI Review Date; and

D represents the Consumer Price Index number for the last quarter for which such a number was published before the immediately preceding CPI Review Date (or if there is no immediately preceding CPI Review Date then the Commencement Date).

- (ii) In this clause "Consumer Price Index number" in relation to a quarter means the number for that quarter appearing in the Consumer Price Index (All Groups Index) for Sydney published by the Australian Statistician. In the event that such index be discontinued or abolished the Minister may at his absolute discretion nominate another Index.
- (iii) If the reference base for the Consumer Price Index is changed regard shall be had only to Index numbers published in terms of the new reference base or to Index numbers converted to the new reference base in accordance with an arithmetical conversion factor specified by the Australian Statistician.
- (iv) Any rent adjusted under this subclause shall be adjusted to the nearest whole dollar.

- (e) In addition to the indexation review provided for in subclause (d) on the first Market Rent Review Date after commencement and thereafter on each Market Rent Review Date the rent may be redetermined by the Minister pursuant to the provisions of Sections 142 and 143 of the CLA.
- (f) A redetermination of rent for the purposes of subclause (e) shall be deemed to have been made on the Market Rent Review Date if it is made at any time within the period of six months before the market Rent Review Date.
- (g) Where the Minister does not redetermine the rent as provided for in subclause (e) he may redetermine the rent pursuant to the provisions of Sections 142 and 143 of the CLA at any time prior to the next Market Rent Review Date and no succeeding Market Rent Review Date shall be postponed by reason of the operation of this subclause.
- (h) Where the Minister does not redetermine the rent on the First Market Rent Review Date or a Market Rent Review Date as provided for in subclause (e) the Holder may by notice in writing served on the Minister require that the Minister redetermine the rent pursuant to the provisions of Sections 142 and 143 of the CLA. Where the Holder requires the Minister to redetermine the rent under this subclause he shall pay on demand the costs of the Minister (or so much of the cost as the Minister may require) in making that determination.
- (i) Subject to the provision of subclause (j) a redetermination of rent as provided for in subclauses (e) (g) and (h) shall take effect and be due and payable from the date of issue of the notice of redetermination under Section 142 of the CLA even if an objection or appeal under that Section has been lodged. On the completion of the objection and appeal process any necessary adjustments shall be made.
- (j) A redetermination of rent made before its relevant Market Rent Review Date as provided for in subclause (f) shall take effect from the relevant Market Rent Review Date even if an objection or appeal under Section 142 of the CLA has been lodged. On the completion of the objection and appeal process any necessary adjustments shall be made.
- (k) The Holder acknowledges that the Minister may make a direction under Section 152 of the CLA in respect of any rent payable under this Licence. (6.031)

## **27. Continuing Obligation**

The obligation of the Holder to pay the Rent shall be a continuing one during the term of this Licence and shall not abate in whole or in part or be affected by any cause whatsoever. (6.037)

## **28. Holder to Pay Rates etc**

The Holder will when the same become due for payment pay all (or in the first and last year of the term of this Licence the appropriate proportionate part) rates taxes (including Land Tax) assessments duties charges and fees whether municipal local government parliamentary or otherwise which are at any time during the currency of this Licence lawfully charged upon imposed or levied in respect of the Premises or on the Minister or the Holder on account thereof and will if required by the Minister produce to the Minister the receipts for such payments within ten business days after the respective due dates for payment AND in case such rates taxes duties and fees so covenanted to be paid by the Holder are not paid when the same shall become due the Minister may if the Minister thinks fit pay the same and any such sum or sums so paid may be recovered by the Minister as if such sums were rent in arrears. (6.039)

## **29. Holder to Pay Other Charges**

The Holder will pay all other fees charges and impositions which are at any time during the Term payable in respect of the Premises or on account of the use and occupation of the Premises by the Holder. (6.040)

### **30. Goods and Services Tax**

#### **(a) Definitions**

In this clause the expressions "GST", "supply", and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

#### **(b) Amounts GST Exclusive**

With the exception of any amount payable under this clause, unless otherwise expressly stated all amounts stated to be payable under this Licence are exclusive of GST.

#### **(c) Responsibility for GST**

(i) Despite any other provision in this Licence, if GST is imposed on any supply made under this Licence, the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply.

(ii) The recipient must pay the amount referred to in subclause (c)(i) in addition to and at the time payment for the taxable supply is required to be made under this Licence.

#### **(d) Valuer/Umpire to return GST Exclusive Value**

Any valuer or umpire returning a valuation must return a GST exclusive market value for it in any case where the valuation is for the purpose of determining a supply value to which GST is to be added under this Licence. (6.040A)

### **31. Holder to Pay for Services**

The Holder will as and when the same become due for payment pay to the Minister or to any other person or body authorised to supply the same all proper charges for gas electricity water or other services supplied to or consumed in or on the Premises and will also pay all charges in respect of any telephone services connected to the Premises. (6.041)

### **32. Holder not to Impose Liability on Minister**

Subject to any other provision of this Licence the Holder will not without the written consent of the Minister by any act matter or deed or by failure or omission cause or permit to be imposed on the Minister any liability of the Holder under or by virtue of this Licence. (6.042)

### **33. Holder not to undertake development without consent notwithstanding any other provision of this Licence**

The Holder will not undertake any development within the meaning of the Environmental Planning and Assessment Act 1979 contrary to the provisions of that Act or in breach of any restriction condition or prohibition imposed by an Environmental Planning Instrument or condition of a development consent. (6.043)

### **34. Development Consent**

The Holder will not undertake any activity on or within the Premises for which consent is required under the Environmental Planning and Assessment Act 1979 or any Instrument made thereunder without first obtaining such consent and in accordance with any condition or requirement of that consent. (6.044)

### **35. Compliance with Statutes**

(a) The Holder will comply with the requirements of all statutes regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the premises.

- (b) The Holder will forthwith on being served with a notice by the Minister comply with any notice or direction served on the Minister by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises. (6.045)

### **36. Holder not to deal with Licence or part with possession of Premises**

Subject to any other provision of this Licence the Holder will not during the Term of this Licence transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises. (6.047)

### **37. Revocation on the Request of the Holder**

The Holder may at any time by notice served on the Minister request that this Licence be revoked and the Minister if he is satisfied that the Holder has complied with the conditions and provisions of this Licence or the CLA will as soon as practicable comply with such a request. (6.051)

### **38. Interest on Overdue Money**

The Holder shall pay interest on any money due and payable under this Licence to the Minister at the rate prescribed from time to time under the provisions of Section 148 of the CLA and any such interest shall for the purposes of this Licence be deemed to be Rent in arrears. (6.052)

### **39. Indemnities**

- (a) For the purposes of this clause the term Minister shall include Her Majesty the Queen Her Heirs and Successors the State of New South Wales the Minister and the agents servants employees and contractors of Her Majesty Her Majesty's Heirs and Successors the State of New South Wales and the Minister.
- (b) The Holder agrees that the Holder will indemnify and keep indemnified the Minister from and against all actions suits claims demands proceedings losses damages compensation sums of money costs legal costs charges and expenses whatsoever to which the Minister shall or may be or become liable for or in respect of the Premises or the occupation operation and use of the Premises or for or in respect of all losses damages accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or to any person or resulting in the destruction of any property or the death of any person or not) at or upon the Premises or originating on the Premises although occurring or sustained outside the same except to the extent that any such claims and demands arise wholly from the negligence or wilful act or omission on the part of the Minister.
- (c) Notwithstanding that any of such actions suits claims demands proceedings losses damages compensation sums of money costs charges and expenses shall have resulted from any act or thing which the Holder may be authorised or obliged to do under these presents AND notwithstanding that at any time waiver or other indulgence had been given to the Holder in respect of any obligation of the Holder under this Licence and without limiting the generality of the preceding subclause (b) the Holder agrees that the Holder will indemnify and keep indemnified the Minister from and against all actions claims demands proceedings loss damage costs and expenses incurred by the Minister or for which the Minister may become liable in respect of or arising from:
  - (i) the negligent use misuse waste or abuse by the Holder or any servant agent tenant sub-tenant or occupier of the Holder or any person claiming through or under the Holder of the gas electricity water sewerage or other services and facilities of the Premises or arising from any faulty fitting or fixture in the Premises;
  - (ii) overflow or leakage of water (including rain water) in or from the Premises or having origin within the Premises or caused or contributed to by any act or omission on the part of the Holder its servants agents tenants occupiers or other persons claiming through or under the Holder;

- (iii) loss damage or injury from any cause whatsoever to property or persons within or outside the Premises and whether lawfully there or not caused or contributed to by the use of the Premises by the Holder or any servant agent tenant sub-tenant occupier or other person claiming through or under the Holder or caused or contributed to by any act omission neglect breach or default of the Holder or any person aforesaid within or on the Premises; and
  - (iv) loss damage or injury to property or persons within or without the Premises and whether lawfully there or not caused by the malfunction or failure to function of air conditioning or elevators or other machinery installed in or on the Premises.
- (d) The Holder expressly agrees that the obligations of the Holder under this clause shall continue after the expiration or other determination of this Licence in respect of any act deed matter or thing happening before such expiration or determination. (6.056)

#### **40. Insurance - Public Risk**

The Holder will (without in any way limiting the liability of the Holder under any other provision of this Licence) forthwith take out and thereafter during the Term keep current a public risk insurance policy for the amount specified in Column 2 of Item 19 of Schedule 1 for any one claim (or such other reasonable amount as the Minister may from time to time specify in writing to the Holder) whereby the Minister shall during the continuance of this Licence be indemnified against claims and demands of every kind arising from death or bodily injury or damage to property arising out of the Holder's use of the Premises. (6.057)

#### **41. Construction Of Improvements Permitted With Consent**

- (a) For the purposes of this clause "Improvement" means any building structure facility work or pontoon.
- (b) The Holder will not construct effect erect or undertake any Improvements on the Premises other than with the prior consent in writing of the Minister. (6.067)

#### **42. Ownership of Improvements the Act**

The Holder acknowledges that the provisions of section 174 of the CLA apply. (6.074)

#### **43. Removal Of Signs**

On the Termination Date the Holder will at the Holder's expense remove any signs names advertisements notices or hoardings erected painted displayed affixed or exhibited upon to or within the Premises by or on behalf of the Holder (other than a notice displaying any Department of Lands Licence or identification number) and make good any damage or disfigurement caused by reason of such erection painting displaying affixing exhibiting or removal thereof. (6.082)

#### **44. Premises to be kept in clean and tidy condition**

The Holder will at all times during the Term keep the Premises in a clean and tidy condition and will (subject to any other provision of this Licence) on the Termination Date leave the Premises in a clean and tidy condition. (6.088)

#### **45. Minister's Right to Enter Inspect and Repair**

The Minister and the Minister's agents may at all reasonable times upon giving to the Holder reasonable notice (except in the case of emergency when no notice shall be required) enter upon the Premises and view the state of repair thereof and may serve upon the Holder a notice in writing of any defect (the repair of which is the Holder's obligation hereunder) requiring the Holder within fourteen days to repair the same. (6.090)

#### **46. Relics**

- (a) Unless authorised to do so by a permit under Section 87 or a consent under Section 90 of the National Parks and Wildlife Act 1974 and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Holder will not knowingly disturb destroy deface or damage any aboriginal relic or place or other item of archaeological significance within the land and shall take every precaution in drilling excavating or carrying out other operations or works in the Land against any such disturbance destruction defacement or damage.
- (b) If the Holder becomes aware of any aboriginal relic or place or other item of archaeological significance within the Land the Holder will within 24 hours notify the Director National Parks and Wildlife Service of the existence of such relic place or item.
- (c) The Holder will not continue any operations or works on the Land likely to interfere with or disturb any relic place or item referred to in subclause (b) without the approval of the Director National Parks and Wildlife Service and the Holder will observe and comply with all reasonable requirements of the Director in relation to the carrying out of the operations or works. (6.107)

#### **47. Artefacts**

All fossils artefacts coins articles of value articles of antiquity structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall as between the Minister and the Holder be deemed to be the absolute property of the Minister and the Holder will as authorised by the Minister watch or examine any excavations and the Holder will take every precaution to prevent such articles or things being removed or damaged and shall immediately upon discovery thereof notify the Minister of such discovery and carry out at the reasonable expense of the Holder the Minister's orders as to the delivery up or disposal of such articles or things. (6.108)

#### **48. Holder to Eradicate Noxious Plants, Animals etc**

The Holder will take steps to eradicate or control all noxious plants noxious animals and noxious insects on the Land which he may by law be required to eradicate or control. (6.115)

#### **49. Holder not to remove Materials**

- (a) The Holder will not mine remove extract dig up or excavate any sand stone gravel clay loam shell or similar substance or permit any other person to undertake any such action without the prior consent in writing of the Minister and subject to such conditions as the Minister may determine.
- (b) Subclause (a) shall not apply to any removal digging up or excavation as may be necessary to construct or undertake any improvement authorised by or under this Licence provided that any such removal digging up or excavation is undertaken in accordance with the requirements of that authority.
- (c) The Minister and the Holder expressly agree that a failure by the Holder to comply with any condition imposed pursuant to subclause (a) shall constitute a failure by the Holder to comply with a provision or covenant of this Licence. (6.194)

#### **50. Holder to Yield Up**

The Holder will forthwith upon the revocation of this Licence peaceably surrender and yield up to the Minister the Premises in good condition reasonable wear and tear excepted together with all conveniences amenities and appurtenances relating thereto clear and free from rubbish and in good and substantial repair order and condition in every case having regard to the age of what is being surrendered or yielded up. (6.199)

#### **51. No Right to Purchase etc**

The Holder expressly acknowledges that the grant of this Licence does not confer a right to purchase the land or to the grant of a lease or to the grant of a further licence. (6.200)

#### **52. Special Conditions**



The special conditions specified or referred to in Column 2 of Item 71 of Schedule 1 shall be deemed to be conditions and provisions of this Licence. (6.201)

**\*\*\*\*\* End of Licence Clauses \*\*\*\*\***

## Schedule 1

Item	Column 1 (description of variable particulars)	Column 2 (particulars)
1	Holder's Address for service of notices	
2	Minister's Address for service of notices	Department of Planning, Industry & Environment - Crown Lands PO Box 2185 DANGAR NSW 2309
3	Address for payment of rent	Department of Planning, Industry & Environment - Crown Lands PO Box 2155 Dangar NSW 2309
4	Purpose for which Premises may be used	Storage Area
4A	No Residence on Premises	No residence
5	Commencement Date	1st October 2009
11	Initial Rent	\$500.00
12	Market Rent Review Period	3 years
19	Insurance - Public Risk	\$10 Million
71	Special conditions or provisions	Annexed as Schedule 2

\*\*\*\*\* End of Schedule 1 \*\*\*\*\*

## Schedule 2

### ADDITIONAL TERMS AND CONDITIONS

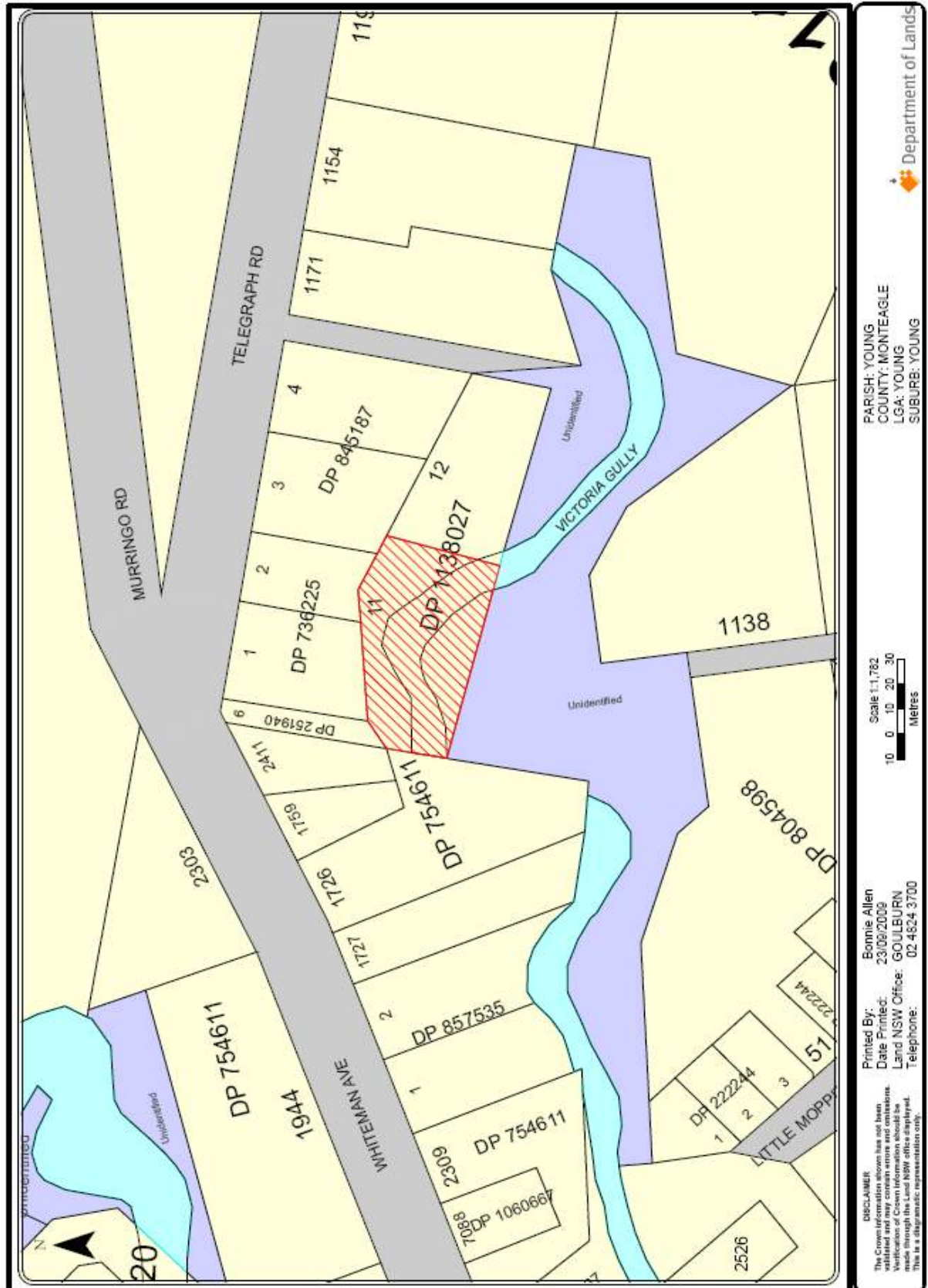
#### **1. Holder to keep area free of bushfire hazards**

Holder to keep land free of bushfire hazards and to comply with any directions that the Rural Fire Service may impose on the land.

#### **2. Protection of adjoining waterway & Crown land**

No drainage of water, fluids or waste is to be directed from the licenced site or associated development onto the adjoining Crown land in Garibaldi Gulley or into the adjoining waterway. No activity is to be conducted which may cause any pollution or erosion to the said adjoining lands & waterway.

# Schedule 3



\*\*\*\*\* End of Schedule 3 \*\*\*\*\*