

DATED 7 November 2011

**Shire of York**

**and**

**York Men's Shed Inc.**

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**LEASE**  
**LOT 85 CARTER ROAD, YORK (RESERVE 9203)**

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**LEASE OF LOT 85 CARTER ROAD, YORK (RESERVE 9203)**

THIS LEASE is made the \_\_\_\_\_ day of \_\_\_\_\_ 2012

**PARTIES**

**Shire of York** of 1 Joaquina Street, York, Western Australia ("the Lessor")

AND

**York Men's Shed Inc.** of C/- 29 South Street, York, Western Australia ("the Lessee")

**RECITALS**

- A. The Land is vested in the Lessor for Municipal purposes with power to lease.
- B. The Lessor has agreed to Lease the Premises to the Lessee at the Rent and upon the terms and conditions contained in this Lease.
- C. This Lease may be subject to the consent of the Minister for Lands.

**OPERATIVE PART****1. DEFINITIONS AND INTERPRETATION****1.1. Definitions**

In this Deed unless the contrary intention appears the following words have the following meanings;

- 1.1.1. **"Claims"** all claims demands writs summonses actions suits proceedings judgements orders decrees damages costs losses and expenses of any nature;
- 1.1.2. **"Commencement Date"** means the Commencement Date specified in the Schedule;
- 1.1.3. **"Expiration Date"** means the Expiration Date specified in the Schedule;
- 1.1.4. **"Land"** means the Land referred to in the Schedule;
- 1.1.5. **"Lessee"** means the Lessee referred to in the Schedule;

- 1.1.6. **“Lessee’s Covenants”** means terms covenants and conditions contained in this Lease and on the part of the Lessee to be observed and performed;
- 1.1.7. **“Lessor’s Covenants”** means terms covenants and conditions contained in this Lease and on the part of the Lessor to be observed and performed;
- 1.1.8. **“Permitted Use”** means the permitted use specified in the Schedule;
- 1.1.9. **“Premises”** means that part of the Land described in the Schedule and all improvements fixtures and fittings in the Premises;
- 1.1.10. **“Rent”** means that rent specified in the Schedule and the rent payable under this Lease from time to time;
- 1.1.11. **“Term”** means the term of this Lease specified in the Schedule commencing on the Commencement Date and terminating on the Expiration Date;
- 1.1.12. **“this Lease”** means this lease and any variations to it agreed between the parties.

## 1.2. **Interpretation**

- 1.2.1. Words importing the masculine gender shall include the feminine gender and shall also have application to corporations. Words importing the plural number shall include the singular number and words importing the singular number shall include the plural number.
- 1.2.2. A reference to this Lease or any other instrument includes:
  - 1.2.2.1. both express and implied terms, covenants and conditions of those documents; and
  - 1.2.2.2. all variations, additions and deletions to the terms, covenants and conditions contained in those documents whenever effected.

- 1.2.3. A reference to a person includes a reference to the person's personal representatives, executors, administrators, successors and assigns.
- 1.2.4. A reference to a corporation includes a reference to the corporation's successors and assigns.
- 1.2.5. A reference to an Act includes all acts and statutes (State and Federal) amending consolidating or re-enacting the Act referred to or passed in substitution for or in lieu thereof and all regulations, local laws, by-laws, requisitions or orders made under any Act from time to time by any statutory, public or competent authority.
- 1.2.6. When two or more Lessees are parties to this Lease the covenants and agreements on their part shall bind them and any two or greater number of them jointly and severally.

## **2. LEASE**

The Lessor LEASES the Premises to the Lessee for the Term at the Rent and otherwise upon the terms and conditions contained in this Lease.

## **3. RENT**

The Lessee shall pay the Rent to the Lessor by either one annual payment, or otherwise by equal monthly instalments in advance commencing on the Commencement Date as agreed between the Lessor and the Lessee.

## **4. RENT REVIEW**

Rent review provisions shall apply on the basis described in the Schedule.

## **5. LESSEE'S COVENANTS**

The Lessee COVENANTS with the Lessor as follows:

### **5.1. Payment of Rent**

To pay the Lessor the Rent reserved by this Lease at the times and in the manner provided in this Lease.

### **5.2. Outgoings**

5.2.1. To pay and discharge all telephone, electricity, gas and water charges levied, charged or imposed upon the Premises or any part of the Premises or arising out of the use of the Premises and whether expressed to be payable by the owner or occupier of the Premises.

5.2.2. To notify any relevant statutory authorities of the Lessee's occupation of the Premises.

5.3. **Maintenance, Repairs & Painting**

To keep and maintain:

5.3.1. every part of the Premises and all additions to the Premises;

5.3.2. all lighting, electrical and gas installations;

5.3.3. all perimeter fencing;

5.3.4. all lawns and gardens forming part of the Premises;

5.3.5. all fire warnings safety and prevention equipment;

5.3.6. all drainage and other fixtures and fittings

in good repair order and condition to a standard acceptable to the Lessor, and to paint all such parts of the Premises as are now painted or are usually painted at such times and in accordance with the directions of the Principal Building Surveyor of the Lessor and to replace all light globes or fluorescent tubes in or about the Premises when they cease to function or are damaged.

5.4. **Furniture**

To keep and maintain all furniture and chattels set out in Item 10 of the Schedule in the same state of repair as they were at the commencement of the Term and to return at the expiration of the Term any furniture moved during the Term to the position stated in Item 10 of the Schedule.

5.5. **Cleaning**

At the Lessee's own expense at all times during the Term to keep and maintain the Premises clean, drained, properly disinfected, free from

rubbish, refuse, hazard and disused material of any kind, and in good and sanitary condition to a standard acceptable to the Lessor.

5.6. **Gardens**

Not without the prior written consent of the Lessor to cut down or remove any trees or shrubs or sell remove or otherwise dispose of any clay, sand, gravel, timber or other materials from the Premises.

5.7. **Animals**

Not without the prior written consent of the Lessor to keep any animal or bird in or about the Premises.

5.8. **Laundry**

Not to hang or display any laundry or other articles on any balcony.

5.9. **Entry by Lessor to View**

To permit the Lessor, its officers, members or agents at all reasonable times with or without workmen or others to enter the Premises to view the state of repair and condition of the Premises and to forthwith carry out any repairs, cleaning, painting or other works for which the Lessee is responsible under this Lease in accordance with any notice in writing given to the Lessee or left on the Premises by the Lessor.

5.10. **Abatement of Nuisances**

5.10.1. Not to do or leave undone any act matter or thing which may be or be deemed to be a nuisance within the meaning of the Local Government Act, the Health Act, the Factories and Shops Act or any other Act or under any local laws or regulations applicable to the Premises or the use or occupation of the Premises by the Lessee and immediately to abate any such nuisance or alleged nuisance.

5.10.2. To ensure that the Premises are not used in any manner which may be or become a nuisance disturbance or annoyance to the quiet and comfort of any occupier of any land in the vicinity of the Premises, and on being required to do so by the Lessor or any officer of the Lessor to



immediately abate any such nuisance, disturbance or annoyance.

5.11. **Pests**

To keep the Premises free of ants, pests and vermin.

5.12. **Disorderly Behaviour**

To prevent disorderly behaviour and indecent language in the Premises at all times during the day and night.

5.13. **Compliance with Statutes**

At the Lessee's own expense to comply with, carry out and perform the requirements of the Local Government Act, the Health Act and all other Acts, town planning schemes, local laws or regulations or any requisitions or orders made under them applicable to the Premises or the use or occupation of the Premises.

5.14. **Permitted Use**

To use the Premises solely for the Permitted Use unless the written consent of the Lessor on each occasion has been obtained.

5.15. **Prohibited Use**

Not to use the Premises for any illegal, dangerous or immoral purpose.

5.16. **Damage**

To notify the Lessor or the Lessor's agent of any damage or defect in the Premises within one working day of the occurrence of such damage or defect.

5.17. **Insurance**

5.17.1. To effect and keep in force throughout the Term a public risk policy of insurance in an amount of not less than TEN MILLION DOLLARS (\$10,000,000) for any one event or such greater amount as the Lessor may require.

5.17.2. to effect and keep in force throughout the Term a policy of insurance against claims for workers' compensation and

damage to any person or persons employed by the Lessee in connection with the performance of the Lessee's duties hereunder.

- 5.17.3. Not to do or permit to be done anything whereby any policy of insurance in respect of the Premises may become void or voidable, or by which the rate or premium on it may be increased, and if any increased premium shall be payable by reason of any acts or defaults of the Lessee under this subclause then to immediately pay the amounts by which the premium shall be increased.
- 5.17.4. Within 24 hours of being requested by the Lessor to show evidence that all insurance policies referred to in this clause are currently in effect, and to provide the policies of insurance and any receipts for inspection.
- 5.17.5. At the Lessee's own expense to make such amendments alterations and additions to the Premises as shall be required by any requisitions or requirements of the Insurance council of Australia or other body or authority having power or control over electrical installations or fixtures or dealing with insurance matters if the amendments alterations and additions are required as a result of the Lessee's use of the Premises.

#### 5.18. **Indemnity**

To indemnify the Lessor and the Minister for Lands and keep the Lessor and the Minister for Lands indemnified from and against all Claims which the Lessor and the Minister for Lands may suffer or incur in connection with the loss of life, personal injury or damage to property arising from or out of any occurrence in upon or at the Premises or the use by the Lessee of the Premises or any part or to any person or the property of any person using or entering or near any entrance to the Premises or occasioned (wheresoever it may occur) wholly or in part by any act, neglect, default or omission by the Lessee its agents, contractors, servants, workmen, customers, members or any other person or persons using or upon the Premises with its consent or approval expressed or implied.

5.19. **Alterations & Improvements**

Not without the prior written consent of the Lessor to erect or suffer to be erected any building or structure on the Premises nor to make or suffer to be made any alteration in or additions to any building or any other improvements to the Premises nor to remove any such improvements or to cut maim or injure or suffer to be cut maimed or injured any of the walls or timbers of the Premises nor to drive any nails or screws into or in any other way deface the walls, ceiling, partitions, floor, woodwork, stone or ironwork.

5.20. **Fixtures, Fittings and Furniture**

Not without the prior written consent of the Lessor to erect, install or place any fixtures, fittings or furniture in or upon the Premises.

5.21. **Sale of Liquor**

Not to sell or permit the sale of any spirituous or fermented liquors or alcohol on the Premises or any part of the Premises other than under a valid licence issued in pursuance of the Liquor Licensing Act, and then only with the prior written consent of the Lessor, and otherwise consistent with the directions of the Director of Liquor Licensing.

5.22. **Assignment or Subletting**

Not to assign, sublet or part with the possession of the Premises or any part of the Premises without the prior consent in writing of the Lessor and the Minister for Lands and it is DECLARED that Sections 80 and 82 of the Property Law Act 1969 are expressly excluded from the operations of this Lease.

5.23. **Signs**

Not without the prior written consent of the Lessor to affix or exhibit or permit to be affixed to or exhibited upon any part of the exterior of the Premises or in any place visible from beyond the Premises any placard, sign, poster, hoarding or advertisement.

5.24. **Legal Costs**

5.24.1. To pay all of the costs (on the scale applicable to the Lessor) of and incidental to the negotiations and instructions for and

the preparation, completion and stamping of this Lease (including stamp duty) and all copies thereon.

- 5.24.2. To pay all of the costs (including solicitor's costs and surveyor's fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of any notice under section 81 or any other section of the Property Law Act 1969 or otherwise under this Lease requiring the Lessee to remedy a breach of any of the covenants herein contained.

**5.25. Delivery Up of Possession**

At the expiry date or sooner determination of the Term peaceably and quietly to deliver up possession of the Premises and all furniture, fixtures and fittings belonging to the Lessor in such good and tenantable repair, order and condition as shall be consistent with the covenants contained in this Lease PROVIDED THAT immediately upon the expiry or sooner determination of the Term the Lessee shall remove any tenant's fixtures and fittings and shall make good to the reasonable satisfaction of the Lessor any damage caused to the Premises in doing so.

**6. LESSOR'S COVENANTS**

The Lessor COVENANTS with the Lessee as follows:

**6.1. Good Repair**

- 6.1.1. that the building and structures comprised within the Premises are in good and tenantable repair and condition, and
- 6.1.2. that the Lessor will keep the buildings and structures in good and tenantable repair and condition for the duration of the Term, except for any damage caused by the Lessee or the Lessee's employees members or visitors.

**6.2. Rates and Taxes**

To pay all land tax, local government rates, sewerage and drainage rates (if any) levied in respect of the Premises.

### 6.3. **Quiet Possession**

Provided that the Lessee pays the rental reserved by this Lease and observes and performs the covenants expressed and implied by this Lease and on the Lessee's part to be observed and performed, the Lessee shall during the Term and any agreed extension of the Term quietly enjoy the use and occupation of the Premises without interruption by the Lessor or any person lawfully claiming through or under the Lessor.

### 6.4. **Insurance**

6.4.1. The Lessor shall keep the Premises (and any contents belonging to the Lessor) adequately insured during the Term.

6.4.2. The Lessee will pay any excess on any claim that arises from or is attributable to any act by the Lessee or the Lessee's visitors.

## 7. **MUTUAL AGREEMENTS**

IT IS MUTUALLY AGREED as follows:

### 7.1. **Bond Moneys**

7.1.1. The Lessee shall deposit with the Lessor a bond of an amount specified in Item 12 of the Schedule a security for the Lessee's compliance with the terms of this Lease and the bond may be applied to compensate and pay the Lessor for any breach or default by the Lessee in respect of this agreement, including and without limiting the generality of the foregoing, any charges for electricity, gas, water and costs of repairs arising out of damage or neglect by the Lessee to the Premises or the chattels during the Term or for any other moneys owing by the Lessee to the Lessor.

7.1.2. The Lessor shall refund to the Lessee upon the expiry of the Term the bond money less any amount applied in respect of any breach or default by the Lessee during the Term.

## 7.2. Default by Lessee

If:

- 7.2.1. the Rent or other moneys payable by the Lessee under this Lease are not paid within seven (7) days after becoming due (whether formally demanded or not); or
- 7.2.2. the Lessee breaches any of the Lessee's Covenants and the breach continues for fourteen (14) days after notice has been served on the Lessee by the Lessor; or
- 7.2.3. the Lessee being a company or organisation goes into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction) or a receiver or manager is appointed; or
- 7.2.4. any mortgagee of the Lessee's property enters into possession of the Premises; or
- 7.2.5. any execution or process is made against the property of the Lessee; or
- 7.2.6. the Lessee being a natural person shall commit an act of bankruptcy; or
- 7.2.7. the Lessee abandons or vacates the Premises; or
- 7.2.8. the Lessee being an incorporated association:
  - 7.2.8.1. is wound up or resolves to be wound up voluntarily;
  - 7.2.8.2. without the prior consent of the Lessor, changes its name, objects, rules or constitution;
  - 7.2.8.3. is convicted of an offence under the Associations Incorporations Act 1987,

then and in any of such cases (but subject to the Bankruptcy Act 1966) the Lessor may at its option at any time after that event and without any notice or demand enter and repossess the Premises and as a result of that the Term and the estate and interest of the Lessee in the Premises will immediately determine but without prejudice to any other of the rights and remedies of the Lessor under this Lease and without releasing the Lessee from liability in respect of the Lessee's Covenants.

### 7.3. **Destruction of Premises**

7.3.1. Subject to paragraph 7.3.2 of this clause, if the Premises or any part of the Premises shall be burned down, destroyed or damaged by fire or other cause so as to render the same unfit for the purpose permitted by this Lease then in such case unless the insurance of the Premises shall have been forfeited or become null or void or the payment of any moneys payable under such insurance be refused or withheld through any act or default of the Lessee or its members, agents, servants, invitees or licensees the Rent or a fair and just proportion of the Rent according to the nature and extent of the damage sustained shall cease to be payable until the Premises shall have been rebuilt and rendered fit for the purpose permitted by this Lease.

7.3.2. If the Premises or any substantial part thereof be burnt down, destroyed or damaged so as to be wholly unfit for occupation or use this Lease may at the option of the Lessor (such option to be declared in writing within twenty-eight (28) days after such destruction) be determined, the Lessee in that event paying the rental hereby reserved up to such determination and all moneys paid or payable under any policy of insurance effected in respect of the Premises shall belong to the Lessor absolutely.

### 7.4. **Entry by Lessor**

If the Lessee shall fail to duly and punctually observe or perform any of the Lessee's Covenants the Lessor shall be entitled to carry out the observance or performance of such covenant, condition or agreement and for such purpose the Lessor or the Lessor's officers, agents or workmen may if necessary enter the Premises or any part of the Premises and the cost and expense incurred in such observance or performance together with interest thereon at the rate of Three per centum (3%) per annum greater than the rate that would be charged by a the Lessor's bankers on an amount equal to the cost shall be a debt due by the Lessee to the Lessor and shall be payable on demand and may be recovered by the Lessor in the same manner as if such debt were for rent due under this Lease in arrears by action in law and such cost expense and interest shall be a charge on the Term.

## 7.5. **Holding Over**

If the Lessee holds over the Premises at the expiry of the Term:

- 7.5.1. a tenancy from year to year shall not thereby be presumed but the tenancy shall in such event be and continue to be a tenancy from week to week;
- 7.5.2. subject to paragraph 7.5.3, the tenancy shall be upon the terms and conditions contained in this Lease insofar as they are applicable and shall be determinable at the expiration of one week's notice by either party to the other at any time;
- 7.5.3. the Lessee shall pay to the Lessor by equal week instalments in advance a Rent being 110% of the Rent payable immediately prior to the expiry of the Term;
- 7.5.4. the Lessor may give to the Lessee notice in writing at any time specifying a Rent being an amount greater than the rent referred to in paragraph 7.5.3, and the Lessee shall commence paying the Rent specified in the notice at the commencement of the month following the receipt of the notice.

## 7.6. **Waiver**

If the Lessee shall be guilty of any breach of or default in the due observance or performance of any of the covenants herein expressed or implied and on the part of the Lessee to be observed or performed, or guilty of any other act which would entitle the Lessor to determine the Lease under the proviso for re-entry hereinbefore contained, the receipt of rent by the Lessor or the doing or omission of any other act or thing whatsoever by the Lessor or any agent or servant of the Lessor (which but for this clause would or might amount to a waiver of the Lessor's rights and powers in respect of any such breach or default) shall not affect or prejudice the rights or powers of the Lessor in respect of the breach or default or any future or other breach or default of any rule of law or equity to the contrary notwithstanding.



**7.7. No Postponement of Rent**

No moratorium, order, act or regulation of any nature or in relation to the postponement of payment of rents or other moneys or which affects or purports to affect leases and or the rights, powers, discretions or remedies of landlords or lessors or which contains any provisions lessening, delaying, prejudicing, limiting, restricting or affecting any right, power or remedy hereby given to the Lessor or any covenant, agreement or stipulation hereby undertaken or imposed upon the Lessee shall apply to this Lease or the rents and other moneys reserved and made payable hereunder or to the covenants agreements stipulations and conditions herein contained or implied on the part of the Lessee.

**7.8. No Warranty**

The Lessee hereby acknowledges that the Lessor has not made or given directly or otherwise any express or implied warranty that the Premises are or will remain suitable or adequate for any of the Lessee's purposes and all (if any) warranties as to suitability or adequacy of the Premises implied by law or equity are hereby expressly negated.

**7.9. Structural Alterations**

Despite anything contained in sub-clauses 5.3, 5.4, and 5.13 of this Lease, the Lessee shall not be liable to effect any structural alterations of the Premises unless the same shall be necessitated or occasioned by reason of any act or default of the Lessee.

**7.10. Arbitration**

Any dispute or disagreement between the Lessee and the Lessor in respect of the interpretation of this Lease or concerning anything in or arising out of this Lease or as to the rights, liabilities or duties of the parties hereunder shall in the first instance be the subject of discussion between the parties to determine an amicable settlement and the parties may invoke a mediation process. In the event that the dispute or disagreement continues the parties may refer the matter for determination in accordance with the provisions of the Commercial Arbitration Act 1985 and by a single arbitrator agreed upon by the parties in writing, or if he is unable or unwilling to act, or failing agreement, by a single arbitrator nominated at the request of either

party by the President for the time being of the Law Society of Western Australia Incorporated. The parties to the dispute or disagreement may be represented by legal counsel.

**7.11. Service of Notices**

Any notice requiring to be made or given by one party to the other shall be delivered personally or posted to the last known business or commercial address of the other and shall be deemed received in due course of post.

**8. ESSENTIAL TERMS**

The covenants by the Lessee contained in this Lease to pay electricity, gas and water in respect of the Premises at the time and in the manner therein respectively prescribed and to only use the Premises for the Permitted Use are essential terms of this Lease, and any breach of any of those covenants shall be regarded by the Lessor and the Lessee as a fundamental breach by the Lessee of this Lease. Should the Lessor determine this Lease following such a breach then (without prejudicing or limiting any other right or remedy of the Lessor arising from such breach or otherwise under this Lease) the Lessor shall be entitled to recover from the Lessee and the Lessee covenants to pay to the Lessor as and by way of liquidated damages for such breach the electricity, gas and water charges that would have been payable by the Lessee for the unexpired residue of the Term after making allowance for the electricity, gas and water charges which the Lessor by taking reasonable steps to relet the Premises obtains or could reasonably be expected to obtain by reletting the Premises for such unexpired residue of the Term on reasonable terms as to rent and otherwise PROVIDED THAT:

- 8.1. any such reletting shall not be required to be on like terms as are expressed and implied in this Lease;
- 8.2. the acceptance by the Lessor of arrears or any late payment of the rent, rates, taxes or insurance shall not constitute a waiver of the essentiality of the Lessee's obligations to make such payments;
- 8.3. the Lessor's entitlement to recover damages as aforesaid shall not be prejudiced or limited if:
  - 8.3.1. the Lessee abandons or vacates the Premises;

- 8.3.2. the Lessor elects to re-enter the Premises or to determine this Lease;
  - 8.3.3. the Lessor accepts the Lessee's repudiation of this Lease; or
  - 8.3.4. the parties' conduct constitutes a surrender by operation of law;
- 8.4. the Lessor shall be entitled to institute proceedings to recover damages either before or after any of the events or matters referred to in subparagraph 8.3;
- 8.5. any conduct by the Lessor to mitigate damages shall not of itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law; and
- 8.6. nothing expressed or implied in this Lease shall be construed to mean that no other covenant in this Lease on the part of the Lessee to be observed or performed may be an essential term.

## 9. **ADDITIONAL TERMS**

All of (if any) the additional terms covenants and conditions contained in the Schedule are incorporated into and apply to this Lease.

## 10. **RENEWAL OF TERM**

If the Lessee desires to renew the Term and gives to the Lessor notice in writing not earlier than six (6) calendar months but not later than three (3) calendar months prior to the expiration of the Term and if at the time of giving that notice and at the expiration of the Term there is no outstanding breach or non-observance of any of the Lessee's Covenants and if in the meantime the Lessor's right of re-entry has not otherwise arisen then the Lessor will at the cost of the Lessee grant to the Lessee a renewal of the Term for the further period stated in the Schedule and otherwise on the same terms and conditions contained in this Lease save for the rent which will be the subject of separate agreement between the Lessor and the Lessee and save for this right of renewal.

## THE SCHEDULE

### **Item 1 The Lessee**

York Men's Shed Inc

### **Item 2 The Land**

The whole of the land comprised Lot 85 Reserve 9203 Carter Road, York.

### **Item 3 Premises**

The portion of the Land annexed to this Lease.

### **Item 4 Term**

A period of sixteen (16) years

**Commencement date:** 7 November 2011

**Expiry Date:** 6 November 2027

### **Item 5 Term of Renewal**

A further period of 5 year

**Commencement Date:** 7 November 2027

**Expiry Date:** 6 November 2032

### **Item 6 Rent**

A rent of \$1.00 per annum payable.

### **Item 7 Rent Review Clause**

Not Applicable.

### **Item 8 Rent Review Dates**

N/A

### **Item 9 Permitted Use**

The Premises shall only be used in relation to Men's Shed activities.

**Item 10 Furniture Inventory**

Nil

**Item 11 Additional Terms and Conditions*****“That Council:***

1. ***Lease Sub Lot 85, Reserve 9203 to the York Men's Shed Inc for a period of 21 years from the date of any lease agreement subject to the following conditions:***
  - (a) ***The Shire of York to approve any development plans***
  - (b) ***Appropriate planning approvals and building licences being in place for any development***
  - (c) ***The Shire of York not being responsible for any service connections or operating expenses for water, power or telecommunications***
  - (d) ***In the event that the York Men's Shed Inc cease to exist any infrastructure in place on the land to become the property of a similar organisation or to become the property of the local government***
  - (e) ***The lease agreement does not commit the Shire of York to financial contributions for capital or operating expenditure by the York Men's Shed Inc.***
  - (f) ***Appropriate insurances being held by the York Men's Shed Inc.***
  - (g) ***The Shire of York retaining the right to enter into and use part of the land for community benefit purposes e.g. access roads, storage of storm debris***
  - (h) ***York Men's Shed Inc being responsible for the management of the land including fire breaks and fire hazards.***
2. ***Amend the purpose of funding approval for the York Men's Shed Inc to 'development of Sub Lot 85'.***
3. ***Set an annual lease of \$1.00 for the next 21 years.”***

**Item 12 Amount of Bond**

Nil

EXECUTED AS A DEED.

THE COMMON SEAL of )  
**Shire of York** )  
was hereunto affixed in the )  
presence of: )

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Executive Officer

THE COMMON SEAL of )  
**York Men's Shed Inc.** was )  
hereunto affixed in accordance with )  
its Constitution in the presence of: )

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

*Duplicate*

The Land Act, 1898.

(112)  
10

6654/03

I, ADMIRAL SIR FREDERICK GEORGE DENHAM BEDFORD, Knight Grand Cross of the Most Honourable Order of the Bath, Governor in and over the State of Western Australia and its Dependencies, etc., etc., etc., do hereby, in pursuance of the powers enabling me in that behalf, and under and by virtue of the provisions of Section

42 of "The Land Act, 1898," direct that Reserve *9203 (York Suburban Lots 12 and 85)* shall vest in and be held by

*the Mayor and Councilors of the Municipality of York*

in trust for the following objects and purposes (that is to say) *"Municipal"*

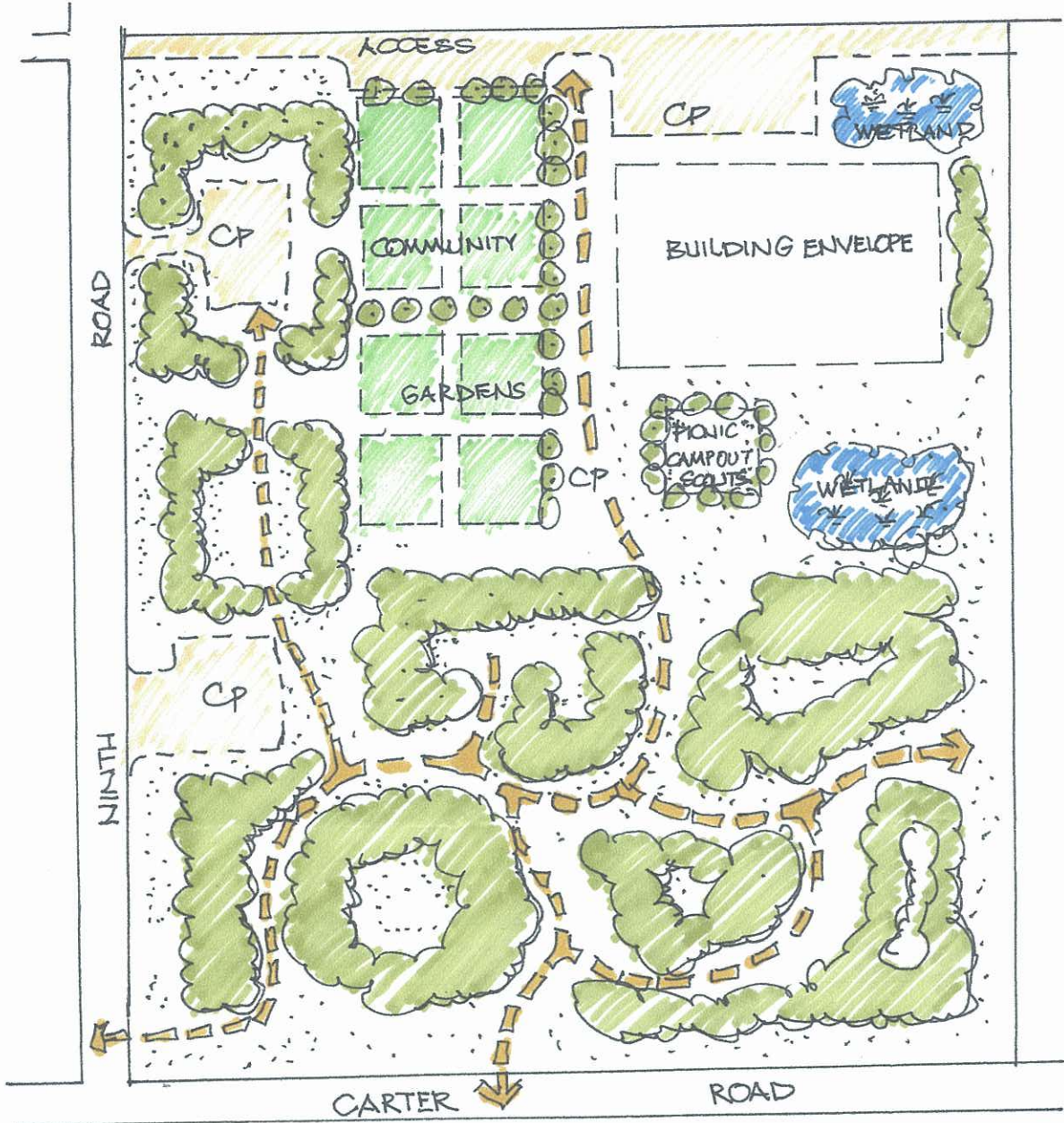
or other the purposes for which the land is reserved, with power to the said *Mayor and Councilors of the Municipality of York*




to lease the whole or any portion thereof for any term

*not exceeding 21 years from the date of the lease, subject nevertheless to the powers reserved to me by Section 41 of the said Act.*

Given under my hand at Perth this

day of *April*, 1904.



-  PATHWAYS
-  ADDITIONAL PLANTING
-  ARTIFICIAL WETLANDS
- CP CAR PARKING

## PROPOSED DEVELOPMENT PLAN

Lot 2 Carter Road, York