

ORIGINAL

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.....Registrar of Titles

5 AUG 1991

L. RYAN Deputy
AUSTRALIAN CAPITAL TERRITORY

LEASES (SPECIAL PURPOSES) ACT 1925

Australian Capital Territory (Planning and
Land Management) Act 1988 "(Cth) ss 29,30, and 31"
The Commonwealth of Australia

LESSEE

LAND

TERM

LEASE GRANTED pursuant to the Leases (Special Purposes) Act 1925 and the Regulations thereunder on the nineteenth day of July One thousand nine hundred and ninety one WHEREBY THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") grants to THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH FOR THE ARCHDIOCESE OF CANBERRA AND GOULBURN a Corporation Duly Constituted Under The Roman Catholic Church Property Trust Ordinance 1937-1961 of the Australian Capital Territory whose registered address is C/- Archbishops House Commonwealth Avenue Parkes in the said Territory (hereinafter called "the Lessee") ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of 6216 square metres or thereabouts and being Block 7 Section 57 Division of Braddon as delineated on Deposited Plan Number 7873 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan annexed hereto (hereinafter referred to as "the land") RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term commencing on the nineteenth day of July One thousand nine hundred and ninety one (hereinafter referred to as "the date of the commencement of the lease") and terminating on the thirty first day of December Two thousand and fifty seven to be used by the Lessee for the purpose set forth in sub-clause (c) of Clause 3 of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times hereinafter provided and UPON AND SUBJECT TO the

covenants conditions and agreements hereinafter contained.

INTERPRETATION 1. IN THIS LEASE unless the contrary intention appears:

- (a) "building" means the building or any buildings on the land at the date of the commencement of the lease or any building or buildings constructed on the land in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;
- (b) "gross floor area" means the sum of the gross areas of the floor or floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building but excluding carparking;
- (c) "Lessee" shall -
 - (i) where the Lessee shall consist of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee shall consist of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
- (d) "premises" means the land building and all other improvements on the land;
- (e) "Territory" means -
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT (a) That the Lessee shall pay to the Territory rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Territory relating thereto and served on the Lessee;

MANNER OF PAYMENT OF RENT (b) That any rent or other moneys payable by the Lessee to the Territory under this lease shall be paid to such person as may be authorised by the Territory for that purpose at Canberra in the said Territory without any deduction whatsoever.

3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

COMMENCEMENT OF BUILDING (a) That the Lessee shall within twelve months from the date of the commencement of the lease or within such further time as may be approved in writing by the Territory for that purpose commence to erect a building carparking and landscaping at a cost of not less than one million dollars (\$1,000,000) in accordance with plans and specifications and in accordance with every Statute Ordinance Regulation or Act applicable thereto;

COMPLETION OF BUILDING (b) That the Lessee shall within twenty four months from the date of the commencement of the lease or within such further time as may be approved in writing by the Territory complete the construction of the said building carparking and landscaping in accordance with the said plans and specifications and in accordance with every Statute Ordinance Regulation or Act applicable thereto;

PURPOSE (c) To use the premises for the purposes of a church offices for church use only and community facilities;

GROSS FLOOR AREA (d) That the gross floor area of the building or buildings on the said land shall not exceed 2050 square metres PROVIDED ALWAYS THAT the minimum gross floor area of the church shall occupy 375 square metres of the total gross floor area;

CARPARKING (e) That the Lessee shall construct and maintain a minimum of seventy seven (77) hardstanding carparking spaces in accordance with the Territory carparking standards and screened from public view to the satisfaction of the Territory;

- BUILDING HEIGHT (f) That the maximum height of the building or buildings on the said land shall not exceed 3 storeys;
- STORMWATER AND DRAINAGE EASEMENTS (g) That the Lessee shall not undertake any development work including fences or similar structures improvements landscaping or change any levels which would obstruct the overland flow of stormwater at any time during the period of the lease;
- LANDSCAPING (h) That the Lessee shall construct and maintain landscaping on the land to a standard acceptable to the Territory;
- EXISTING TREES (i) That the Lessee shall where practicable retain existing trees and shall request prior approval from the Territory if any trees are proposed to be removed;
- ACCESS (j) That the Lessee shall design and construct a wall to the satisfaction of the Territory from the end of the proposed building to the south eastern property boundary to prevent access from Ballumbir Street to the proposed carpark. Access to the carpark will only be permitted off Donaldson Street and Currong Street. No access will be permitted from the set down or pick up area off Ballumbir Street through the carpark;
- SITE SERVICING (k) That the Lessee shall arrange fund and execute all necessary site servicing and adjustments to the existing services to the satisfaction and approval of the Territory;
- SERVICE AREAS (l) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Territory and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (m) That the Lessee shall not without the previous approval in writing of the Territory erect any building on the land or make any structural alterations to the premises;
- REPAIR (n) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Territory;
- FAILURE TO REPAIR (o) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Territory may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the

Territory is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Territory may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Territory any person or persons duly authorised by the Territory with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Territory in carrying out the work shall be paid by the Lessee to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Lessee;

RIGHT OF INSPECTION

- (p) To permit any person or persons authorised by the Territory to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND CHARGES

- (q) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due;

ASSIGNMENT AND SUB-LETTING

- (r) That the Lessee shall not assign transfer or part with possession of the whole or any portion of the premises without the previous consent in writing of the Territory.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET ENJOYMENT

- (a) That the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Territory or any person lawfully claiming from or under or in trust for the Territory;

SURRENDER

- (b) That the Lessee may at any time upon payment of all rent and other moneys due to the Territory under this lease surrender this lease to the Territory but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive compensation from the Territory on behalf of the Commonwealth in respect of such surrender or in respect of any buildings or other improvements upon the land.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

DETERMINATION (a) That if -

- (1) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) a building in accordance with sub-clause (a) of Clause 3 of this lease is not commenced within the period specified in the said sub-clause; or
- (iii) a building in accordance with sub-clause (a) of Clause 3 of this lease is not completed within the period specified in sub-clause (b) of the said clause; or
- (iv) the Lessee shall commit a breach of sub-clause (r) of Clause 3 of this lease; or
- (v) the Lessee shall fail to observe or perform any other of the covenants herein contained on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Territory specifying the nature of such breach

the Territory on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

ACCEPTANCE OF RENT

(b) That acceptance of rent or other moneys by the Territory during or after any period referred to in paragraph (i) or (iii) or (iv) or (v) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Territory of the powers conferred upon it by sub-clause (a) of this clause;

FURTHER LEASE

(c) That if at the expiration of this lease the Territory shall have decided not to sub-divide the land and it is not required for any Territory purpose and shall have declared the land to be available for lease the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Act Statute Ordinance or Regulation;

NOTICES

(d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Territory and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF COMMONWEALTH & TERRITORY POWERS

(e) Any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth the Territory or the respective Ministers as the case may be by -

(i) the Territory Minister for the time being administering the Leases (Special Purposes) Act 1925 or any Act Statute or Ordinance substituted therefor;

(ii) an authority or person for the time being authorised by the Minister referred to in (i) above or by law to exercise those powers or functions of the Commonwealth the Territory or the relevant Minister; or

(iii) the person to whom the Minister referred to in (i) above has delegated all his powers or functions under the said Leases (Special Purposes) Act 1925 or any Act Statute or Ordinance in substitution therefor.

IN WITNESS whereof the Territory on behalf of the Commonwealth and the Lessee have executed this Lease.

SIGNED SEALED AND DELIVERED by Delegate of the Territory Minister for and on behalf of the Commonwealth in the presence of: *L. Nadal*

Mark Pearson

The Common Seal of THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH FOR THE ARCHDIOCESE OF CANBERRA AND GOULBURN was hereto affixed in pursuance of a resolution passed at a meeting of the trustees and in the presence of:

+ Francis P. Carroll

Patricia Power

James H. Leary

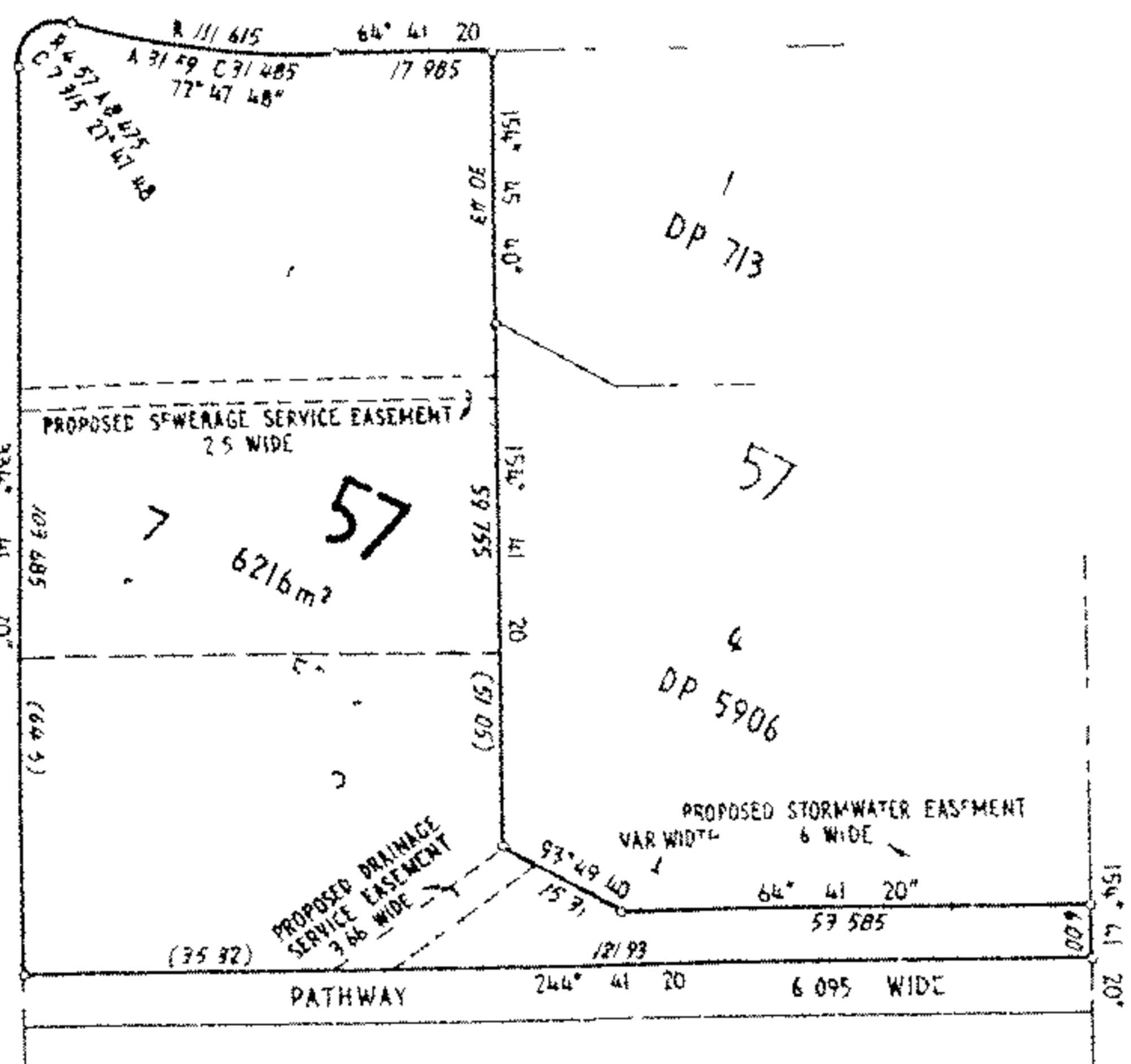
*+Francis P. Carroll
Johna Jones
John & Susan are
Mark Pearson*

30
DP 5006

DONALDSON 30.48 WIDE STREET

BALLUMBER DIVISION OF CITY STREET
39.625 WIDE

CURRONG 30.48 WIDE STREET



38
DP 338

52
DP 5881

The word "easement" used in conjunction with the broken lines on this plan indicates that services have been or may be constructed in the areas so delineated.

REFERENCE MARKS

"This is the plan referred to in the lease of Block 7 Section 57 Division of BRADDON granted on the 19th day of July 1991 as being annexed thereto"

PLAN OF
BLOCK 7 SECTION 57
DIVISION OF BRADDON
DISTRICT
CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:750
0 10 20 30 40 METRES

DEPOSITED P
SAR
AMENDS DP 5906
X 6872

5465/14182

GORGON SAVILLE BURTON
CANNBERRA
AND WAS COMPLETED ON 28th MARCH 1991
28.3.91
Field Books