



NORTHERN TERRITORY OF AUSTRALIA

Special Purposes Lease No. 465

The Minister for Lands and Housing in the name of the Territory, and in pursuance of the *Special Purposes Leases Ordinance* hereby grants to GWALWA DARANIKI ASSOCIATION INCORPORATED whose registered office is situate care of The Public Officer Lot 8630 Coconut Grove Road Nightcliff in the Northern Territory of Australia

(who with the lessee's executors, administrators and assigns is in this lease referred to as "the Lessee") subject to the encumbrances notified hereunder a lease of all that piece or parcel of land containing an area of three hundred and one and sixty nine hundredths hectares or thereabouts and being Lot 5182 Town of Darwin and Lot 8630 Town of Nightcliff

as delineated on the plan hereon and therein edged pink reserving

- (a) a right of entry in favour of the Minister, or an officer authorised in writing by the Minister, at all reasonable times and in any reasonable manner, to enter upon the leased land or any part of it and to inspect the leased land or any part of it and any improvements on it;
- (b) all minerals and mineral substances in or on the leased land including gold, silver, copper, tin, other metals, ores and substances containing metals, gems, precious stones, coal, shale, mineral oils and valuable earths or substances, together with the right to authorise any persons to enter upon the land to mine, work for, win, recover and remove them or any of them and to do all things necessary or convenient for those purposes;
- (c) a power of resumption;
- (d) a right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services on the leased land or on other lands;

to hold unto the lessee in perpetuity

yielding and paying therefor an annual

rental of ten cents if and when demanded by the Minister

subject to re-appraisal in accordance with section 11A of the said Ordinance.

And it is hereby declared that—

The lessee, having paid all rent due under this lease, may at any time surrender this lease in accordance with the provisions of the said Ordinance and the Regulations thereunder;

If the rent (other than the rent for the first year) is not paid on or before the expiry of three months from the date on which it becomes payable by the lessee, an additional amount (which shall be deemed to be recoverable as rent) at the rate of five per centum per annum from the expiry of that period shall become payable by the lessee in respect of the rent overdue, if demanded by the Minister;

This lease is granted under and subject to the said Ordinance and the Regulations for the time being in force thereunder and is conditional upon compliance by the lessee with the covenants and conditions to be complied with by the lessee and may, subject to the Ordinance and the Regulations, be forfeited for non-compliance with any such covenant or condition;

This lease shall commence on the twenty eighth day of May
One thousand nine hundred and seventy nine

the lessee covenants with the Minister as follows—

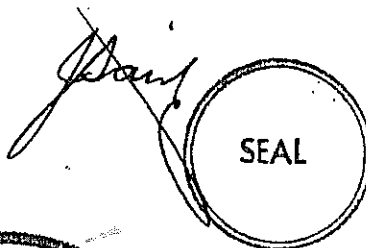
1. That the lessee will pay the rent annually in advance;
2. That the lessee will use the land only for the purposes for which it is leased; viz: Special Community Development
3. That the lessee will pay all rates and taxes which may at any time become due in respect of the leased land;
4. That the lessee will observe and comply with the Regulations under the said Ordinance for the time being in force;
5. That the lessee will by the first day of October, 1980 or within such further time as may be approved in writing by the Minister for that purpose commence to erect ablution facilities consisting of one or more buildings at a cost not less than ten thousand dollars and in accordance with plans and specifications previously approved by the Minister in writing and will complete the erection of the said building or buildings at a cost of not less than the said sum in accordance with any Act, Ordinance or Regulation by the first day of October, 1981 or within such further time as may be approved in writing by the Minister and will thereafter maintain and repair and keep in repair all buildings and erections on the said land at a cost not less than the said sum all to the satisfaction of the Minister.
6. That any boundary fencing erected by the lessee will be to the satisfaction of the Minister and will thereafter be maintained to the satisfaction of the Minister.
7. That all areas not occupied by buildings, drive-ways or car parking areas will be landscaped with trees, shrubs and other suitable materials to the satisfaction of the Minister by the first day of October, 1981 and will thereafter be maintained. "Landscaped" may include natural cover over all or part of the landscaped area.
8. That the lessee will not remove or destroy any live mature trees from the land except as required within the context of a development plan approved by the Planning Branch, Department of Lands & Housing.
9. That the lessee will submit dimensioned sketch plans for the development of the site including a plan showing areas to be landscaped, to the Planning Branch for planning approval prior to the submission of building plans to the Building Authority for building approval.
10. That the lessee will by the first day of April, 1980 or within such further time as may be approved in writing by the Minister for that purpose remove any existing structures on the land which do not have approval from the Building Authority.
1. That the lessee will not impede the survey, construction or traffic flow within the portion of land excised from the lease for the Coconut Grove/Fannie Bay connector road as required at no cost to the Government.
2. That the lessee will seek the advice of the Department of Transport and Works and will obey any restrictions placed on the locations of entrances onto the lease.
3. That the lessee will by the first day of October, 1980 or within such further time as may be approved in writing by the Minister for that purpose formalise vehicular access and restricted vehicular movement on the site to defined driveways and parking areas which will be at least formed and gravelled.
4. That the lessee notes the reserving to the Northern Territory a free and unrestricted right of way over that piece of land hatched blue and identified as pedestrian access easement on the Plan annexed hereto.

THE TERRITORY COVENANTS WITH THE LESSEE AS FOLLOWS -

1. That the Territory will be responsible for the erection of substantial fencing along both sides of that part of the Coconut Grove/Fannie Bay connector road passing through the leased land and will thereafter maintain the said fencing at no cost to the lessee of the leased land.

SIGNED SEALED and DELIVERED by

JOSEPH SARIB

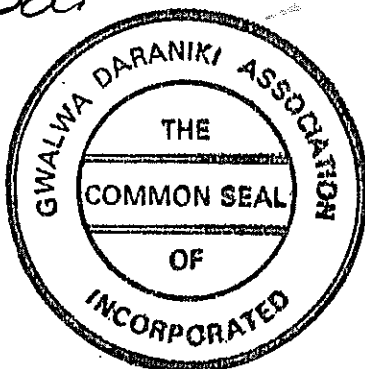


the Delegate of the Minister

in the presence of -

FREDERICK STEWART FOGARTY (Secretary)

I WITNESS whereof the Common Seal of
GALWA DARANIKI ASSOCIATION INCORPORATED
is hereunto affixed the Twenty Third
day of August, 1979.



ALBERT REWI LAWRENCE TREVES (Treasurer)

BOBBY SECRETARY GWILAMARINYI (President)

KATHLEEN SECRETARY MINMARAMA (Member)

in the presence of -

TOPSY SECRETARY JUNINGA (Member)