

AUSTRALIAN CAPITAL TERRITORY

# Certificate of Title

*Land Titles Act 1925*

Pursuant to S.44 of the Land Titles Act 1925, I certify that the registered proprietor is the owner of an estate in respect to the land described in this certificate. This Certificate of Title is subject to those unsatisfied mortgages and encumbrances, and any other interests to which the land is subject.



*D Krajina*  
Danielle Krajina  
Registrar-General

**LAND**

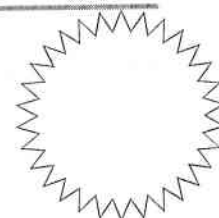
Jerrabomberra Block 2232 on Deposited Plan 10297  
Lease commenced on 20/10/2006, granted on 20/10/2006, term of 25 years  
Area is 3 hectares 210 square metres or thereabouts

**REGISTERED PROPRIETOR**

**Sole Proprietor:**  
Canberra Model Aircraft Club Incorporated  
of 19 Adamson Crescent Wanniasa ACT 2903

**REGISTERED ENCUMBRANCES AND INTERESTS**

Registration Date	Registration Number	Description of Interest
		Original title is <b>Volume 1792 Folio 16</b> Purpose Clause: Refer Crown Lease S.163(6) Land Act 1991: Refer Crown Lease
28/11/2006	1498707	Application to Register a Crown Lease (DCL1498706) <b>End of interests</b>



CANBERRA MODEL AIRCRAFT CLUB COMPUTER  
CERTIFICATE OF TITLE ISSUED

28 NOV 2006

Entered in Register Book Vol 1792 Folio 16

Section 163 of the Land  
(Planning & Environment)  
Act 1991 applies

*D. Krajina*  
Danielle Krajina  
Registrar-General



AUSTRALIAN CAPITAL TERRITORY

LAND (PLANNING AND ENVIRONMENT) ACT 1991

**Australian Capital Territory (Planning and  
Land Management) Act 1988 "(C'th) ss 29, 30 and 31"**

LEASE GRANTED pursuant to the Land (Planning and Environment)  
Act 1991 and the Regulations thereunder on the Twentieth day of October  
Two thousand and six WHEREBY THE PLANNING AND LAND  
AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH  
OF AUSTRALIA ("the Commonwealth") in exercising

LESSEE

its functions grants to **CANBERRA MODEL AIRCRAFT CLUB  
INCORPORATED** an association incorporated under the Associations  
Incorporation Act 1991 and whose registered address is 19 Adamson Crescent  
Wanniassa in the Australian Capital Territory ("the Lessee") ALL THAT piece  
or parcel of land situate in the Australian Capital Territory containing an area  
of **3.021 hectares** or thereabouts and being **Block 2232 District of**

LAND

**Jerrabomberra** as delineated on **Deposited Plan Number 10297** in the  
Registrar-Generals office at Canberra in the said Territory ("the land")  
RESERVING unto the Territory all minerals TO HOLD unto the Lessee for a

TERM

term of twenty five years commencing on the **Twentieth** day of **October  
Two thousand and six** ("the date of commencement of the lease") to be used  
by the Lessee for the purpose set forth in Clause 4(a) 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.

ACT REVENUE OFFICE  
ORIGINAL DULY STAMPED  
Client A/C No 111480  
Assess Basis Liable  
Assessment ID 117541  
Assessed Value \$50,000.00  
Duty Paid \$1,000.00  
For Block 2232 Jerrabomberra  
Commercial Growth Lease  
Date 31/10/2006 Time 15:32:47

## INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 7 of the Planning and Land Act 2002;
- (b) "building" means any building or structure as those terms are defined in section 222 of the Land (Planning and Environment) Act 1991 which requires approval under part 6 of that Act;
- (c) "Lessee" shall -
  - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said 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) "minimum rent" means the amount of **two thousand five hundred dollars (\$2,500) per annum**;
- (e) "outdoor recreation facility" means the use of land for a recreation facility serving the sporting needs of people where the activities are undertaken predominantly outdoors;
- (f) "percentage rent" means **five per centum per annum (5%)** of the current site value;
- (g) "premises" means the land and any building or other improvements on the land;
- (h) "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 (C'th);

(i) words in the singular include the plural and vice versa;

(j) words importing one gender include the other genders.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

(a) That the Lessee shall pay to the Authority -

(i) the minimum rent for the period commencing on the **First day of October Two thousand and six** and ending on the **Thirty first day of September Two thousand and seven** payable on the date of commencement of the leases; and

(ii) the minimum rent for the period commencing on the **First day of October Two thousand and seven** and ending on the **Thirty first day of September Two thousand and nine** payable by equal quarterly payments in advance on the first day of the months of January April Jul and October in each year and proportionately for any fraction of a quarter the first of such payments to be made on the **First day of October Two thousand and seven**; and

(iii) for the remainder of the lease term the percentage rent determined from time to time in accordance with the provisions of Clause 3 hereof OR the minimum rent whichever is the greater payable by equal quarterly payments in advance on the first day of the months of January April July and October in each year and proportionally for any fraction of a quarter the first of such payments to be made on the **First day of October Two thousand and nine**;

ADDITIONAL  
RENT

(b) That if any rent of other moneys payable under this lease shall remain unpaid after the date appointed for its payment the Lessee shall on demand pay to the Authority as additional rent a sum calculated on the amount of the unpaid rent or other moneys owing under this lease at a rate of fifteen per centum per annum during any period that the rent or other moneys remain unpaid and computed from the date appointed to the date upon which such payments are made;

GOODS AND  
SERVICES TAX

- (c) That in addition to any other moneys payable under or in respect of this lease the Lessee shall pay to the Authority upon demand an amount equal to the amount payable by the Authority for GST in respect of this lease (where "GST" has the meaning the term has in the A New Tax System (Goods and Services Tax) Act 1999 (C'th) as amended from time to time);

MANNER OF  
PAYMENT OF  
RENT

- (d) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such persons as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

ASSESSMENT  
PERIODS

- (a) That the lease period commencing on the **first** day of **October Two thousand and nine** ending on the last day of the term of the lease shall be divided into assessment periods as follows -
- (i) the first assessment period shall commence on the **first day of October Two thousand and nine** and run for three years; and
  - (ii) subsequent assessment periods shall be for successive triennial periods except for the last assessment period which shall commence on the day next after the last day of the penultimate assessment period and end on the last day of the term thereof;

DETERMINATION  
OF CURRENT SITE  
VALUE

- (b) That the Authority shall make or cause to be made a determination of the current site value in respect of each assessment period as at the date of commencement of such assessment period and shall calculate the annual rental for such period by applying the percentage rent to the current site value so determined. The Authority shall within fourteen days of the determination of the current site value for a period notify the Lessee of the determination and of the annual rental payable by the Lessee for the assessment period and until such notification the Lessee will pay the rent at the rate at which rent for the lease was payable immediately prior to the commencement of the assessment period;

DETERMINATION  
BINDING UNTIL  
SUBSEQUENT  
DETERMINATION

- (c) That the current site value determined by the Authority and notified to the Lessee shall be binding on both the Authority and the Lessee and shall be applied for all purposes of this lease as the current site value in respect of the assessment period to which it relates unless and until a subsequent determination of such current site value is made.

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

PURPOSE

- (a) To use the land for the purpose of an outdoor recreation facility LIMITED to model aviation/aero modelling;

CARPARKING

- (b) That the Lessee shall provide and maintain an approved hardstanding carparking area on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

LANDSCAPING

- (c) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

RESTRICTED  
VEHICLE ACCESS

- (d) That the Lessee shall ensure that only vehicles providing essential services or performing essential activities are permitted on the premises with the exception of the area identified for carparking purposes;

DOGS

- (e) That the Lessee shall at all times ensure that no dogs be allowed to enter the premises;

FIRE PROTECTION

- (f) That the Lessee shall use its best endeavours to ensure that the unauthorised use of fire on the premises does not occur;

ENVIRONMENT  
PROTECTION

- (g) That the Lessee shall use its best endeavours to ensure that there be no damage to the environment through loss of vegetation cover soil erosion spillage of fuel or other noxious substances;

ACCESS

- (h) That the Lessee shall permit any person or persons duly authorised by the Authority with such equipment as is necessary or convenient to enter upon across and through the land at all reasonable times;

PRESERVATION  
OF TREES

- (i) That the Lessee shall not without the previous consent in writing of the Territory remove any tree:
  - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
  - (ii) to which the Tree Protection Act 2005 or any Act in substitution therefore applies;

FIREWOOD

- (j) That the Lessee shall not take suffer or permit the taking of firewood off the land without the previous consent in writing of the Authority;

SIGNS

- (k) That the Lessee shall not display or permit to be displayed on the premises any advertisement sign or hoarding without the previous consent in writing of the Authority;

CLEAN AND TIDY

- (l) That the Lessee shall at all times keep the premises clean tidy and free from debris rubbish and other unsightly or offensive matter PROVIDED ALWAYS THAT should the Lessee fail to do so the Authority may at the cost of the Lessee cause any matter or thing to be removed from the premises and restore the premises to a clean and tidy condition;

FLIGHT PATH  
RESTRICTIONS

- (m) That the Lessee shall at all times ensure that no model aircraft are flown to the east of the Monaro Highway road reserve;

BUILDING  
SUBJECT TO  
APPROVAL

- (n) That the Lessee shall not without the previous approval in writing of the Authority erect any building on the land or make any structural alterations to the premises;

CULTIVATION

- (o) That the Lessee shall not cultivate the land or plant any crop in or on the land or any portion of the land without the previous consent in writing of the Authority which consent may be subject to such conditions as the Authority may specify;

REPAIR

- (p) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;

FAILURE  
TO REPAIR

- (q) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority 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 Authority is of the opinion that a building or some other improvement on the land is beyond reasonable

repair the Authority 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 Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority 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 Authority by the Lessee;

RIGHT OF INSPECTION

(r) Subject to the provisions of the Land (Planning and Environment) Act 1991 or any Statute Ordinance or Regulation substituted therefor to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND CHARGES

(s) 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;

SUB LETTING

(t) That the Lessee shall not without the previous consent in writing of the Authority sub-let the whole or any portion of the premises and that the Lessee shall include in any sub-lease any reasonable terms or conditions as required by the Authority;

ASSIGNMENT OR TRANSFER

(u) That the Lessee shall not assign or transfer the whole or any portion of the premises;

COMPLY WITH LEGISLATION

(v) The Lessee shall comply with every Act Statute Ordinance and Regulation applicable to the premises.

5. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET ENJOYMENT

(a) That the Lessee paying all moneys due 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 Authority or any person lawfully claiming from or under or in trust for the Authority;

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 Authority but subject to any law of the Territory to the contrary the Lessee shall not be entitled to



receive any compensation from the Territory or the Authority in respect of such surrender or in respect of any buildings erections or improvements upon the said land.

6. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

(a) That if -

- (i) 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) the said land is at anytime not used for a period of one year for the purpose for which this lease is granted; or
- (iii) 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 Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority 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 Authority during or after any period referred to in Clauses 6(a) (i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

REMOVAL OF  
IMPROVEMENTS

(c) That the Lessee may at any time during the term of this lease pull down remove and carry away any fitting fixture furnishing installation plant machinery building or other improvement supplied and installed in or on the premises by the Lessee during the term of the lease provided that the Lessee shall restore and make good to the satisfaction of the Authority any damage thereby caused to the premises;

RECOVERY OF  
COSTS

(d) That if the Authority shall carry out any works to the premises at the request of the Lessee the cost of all such works shall be recoverable from the Lessee and shall be paid by the Lessee to the Authority on demand;

WITHDRAWAL

(e) That --

- (i) if the whole or any portion or portions of the land shall at any time be required by the Commonwealth or the Authority the Authority may withdraw that land from this lease by giving a notice ("Notice of Withdrawal") to the Lessee. The Notice of Withdrawal shall specify:
  - (A) that land is being withdrawn from the lease pursuant to this Clause;
  - (B) the portion or portions of land being withdrawn from the lease ("Land Withdrawn"); and
  - (C) the date the withdrawal of land is to be effective ("Withdrawal Date") which shall not be less than three months after the date on which the Notice of Withdrawal is given to the Lessee;
- (ii) as soon as practicable after the Withdrawal Date, the Authority must:
  - (A) make or cause to be made a plan for lodging at the Registrar-General's Office at Canberra delineating the Land Withdrawn;
  - (B) provide the Lessee with a copy of the plan as conclusive evidence of the Land Withdrawn; and
  - (C) give notice to the Lessee requesting the Lessee to produce the Lessee's copy of the lease or Certificate of Title at the Registrar-General's Office for registration of the withdrawal AND the Lessee shall within fourteen days after receiving the notice and at the Lessee's own expense comply with the notice;
- (iii) the rent shall be reduced by an amount equal in percentage to the percentage that the area of the land withdrawn bears to the area of land immediately prior to any such withdrawal;

NO COMPENSATION  
FOR IMPROVEMENTS

(f) That the Lessee shall not be entitled to receive any compensation from the Authority in respect of the land withdrawn or in respect of any building erections or improvements upon the land;



MINERALS

- (g) That the Authority hereby reserves the right to authorise any person or persons to enter upon the land to mine work win recover and remove minerals and to do all things necessary or convenient for those purposes;

PIPELINES AND TRANSMISSION LINES

- (h) That -
  - (i) rights to construct maintain and operate pipelines and transmission lines in under on over across and through the land together with the right to authorise any person or persons to enter upon the land to construct maintain or operate pipelines and transmission lines and to do all things necessary or convenient for those purposes are reserved to the Authority;
  - (ii) the Lessee shall permit any person or persons duly authorised by the Authority with such equipment as is necessary or convenient to enter upon the land at all reasonable times and survey construct inspect repair maintain or operate any pipeline or transmission line; and
  - (iii) in respect of any portion or portions of the land within a distance of three metres from any point on the surface of the land directly under any transmission line the Lessee shall not cultivate or plant with any crop such portion or portions of the land without the previous written consent of the Authority;

FURTHER LEASE

- (i) Subject to the Lessee paying all moneys required to be paid under the Land (Planning and Environment) Act 1991 the Lessee shall be entitled to a further lease of the land at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICE


- (j) 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 Authority and delivered to or sent in a pre-paid 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 POWERS

- (k) Any and every right, power and or remedy conferred on the Commonwealth or Territory hereunder or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by -
  - (i) the Authority;
  - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
  - (iii) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any Statute Ordinance or Regulation substituted therefore.

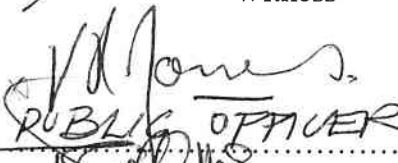
IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this Lease.


Signed by GERARD JOHN RYAN )  
 a delegate authorised to execute this lease )  
 on behalf of the Commonwealth in the )  
 in presence of Alvin Lukban )


  
 .....  
 Delegate

  
 .....  
 Witness

Signed by )  
**CANBERRA MODEL AIRCRAFT** )  
**CLUB INCORPORATED** )  
 in the presence of: )

  
 PUBLIC OFFICER  
 .....  
 Lessee

  
 \* PRESIDENT

  
 .....  
 Witness  
 RAINY WORM

