

Appendix A - Lease Conditions  
Community Lease to Barung Landcare Association Inc.

Lease conditions to be incorporated into the Lease between Sunshine Coast Regional Council and Barung Landcare Association Inc. for the agreed lease area in Maleny Community Precinct being part Lot 14 SP287418

**RECITALS**

- A. The Sunshine Coast Regional Council (Council) is the registered owner of property described as Lot 14 on SP 287418 ("the Land").
- B. On 21 July 2016 Council resolved to establish an "Agreement to Lease" with Barung Landcare Association Inc. (BLA) in accordance with the endorsed Maleny Community Precinct Master Plan (MCP)
- C. The Council and the BLA propose that the BLA be granted a lease over part of the Land being approximately that part coloured khaki on the conceptual plan in Schedule 1 (the "Site") so that the BLA can conduct activities in accordance with the planning designations of the Site, and the MCP.
- D. The Council is the relevant Local Government Authority under the Local Government Act 2009.
- E. The following will provide the conditions under which Council will enter into a community tenure arrangement with BLA, for rights to access and use the Site.

**1. Development of the Land and Reconfiguration of Lot**

- 1.1 In order for the BLA to implement its vision for the Site and comply with the MCP, the BLA will obtain all necessary approvals (including those necessary from the Council in the Council's role as the local government authority), from all local, state and federal government bodies or pursuant to any law which may include (but is not limited to):-
  - a) Approval to reconfigure the lot in the granting of a lease;
  - b) Approval for a material change of use of the Site;
  - c) Approval to construct improvements on the Site;
  - d) Approval to conduct operational works on the Site; and
  - e) Any approvals pursuant to local laws in force from time to time.
- 1.2 The BLA is solely responsible to apply for and secure all approvals and will make any and all applications necessary and contemplated by its proposed use of the Site, and will obtain those approvals before commencing the use proposed by the BLA.
- 1.3 The Council, in its role as land owner, will sign any application for any approval put to it by the BLA, that is consistent with the MCP, which signature is the provision of its consent to the making of an application, PROVIDED HOWEVER THAT such signature and consent will not be taken to be consent to or approval of the application (in the Council's role as Local Government Authority) or agreement with its contents, or that the application is in a form acceptable to the Council, but rather the consent is provided to facilitate the making of the relevant application only and is without prejudice to any other rights.
- 1.4 The BLA will pay for its own costs, and including legal costs, consultant's costs, charges and fees payable to the Queensland Government including stamp duty (if applicable), fees payable to the Council, and all costs associated with applying to the Council in its role as the local government authority to obtain and comply with all necessary approvals.

- 1.5 The BLA will ensure that it complies with all approvals, including conditions of an approval, as well as all lawful requests made by the Council, in its role as the Local Government Authority.

**2. Lease Terms and Conditions**

- 2.1 The lease offered to the BLA will:

- a) Be for a term of ten (10) years.
- b) Be at an annual rental of one (1) unit as per Council's Fees and Charges Schedule (unit rate for 2018/19 is \$260.00)
- c) Be for the Site, the precise boundaries of which will be determined by the reconfiguration of the lot as per section 1 and the subsequent survey of the lot.
- d) Require BLA to commence development and construction of improvements on the Site within two (2) years of the lease commencement date and complete the development (in accordance with the Business Plan provided by BLA and accepted by the Council) within five (5) years of the lease commencement date.
- e) Be generally in accordance with the standard draft lease used by the Council from time to time, as adapted to meet the circumstances of the Site.
- f) Allow the BLA to erect improvements on the Site (in accordance with the MCP) with Council's prior written consent and state that ownership of all improvements on the Site that are constructed by or under the direction of the BLA, will vest in the Council upon the expiration or earlier termination of the first term of the lease.
- g) Require the BLA to work to promote and achieve the intent of the MCP, including working collaboratively with other lessees or licencees of the Land, stakeholders, and the Council.
- h) Include clauses, in addition to those currently in the standard draft lease, that allow the Council to terminate the lease if the BLA does not comply with:-
  - i. The MCP; or
  - ii. The Sustainable Planning Act 2009 (Qld) (including any requirement imposed on the BLA by a development approval or otherwise attaching to the Land), or
  - iii. Any other applicable law; or
  - iv. Its own constitution.
- i) Amend the standard draft lease by deleting clause 8.1 and replacing the contents of same with "intentionally deleted."

- 2.2 Where BLA has complied with the terms of the Agreement to Lease and lease, during the lease term, Council will offer to BLA:

- a) on expiry of the lease, a new lease for a further t e n ( 10) year term ("the Further Lease"); and
- b) upon compliance by BLA with the terms of the "Further Lease", a new lease will be offered to BLA for a further t e n ( 10) year term.

Schedule 1 – The Maleny Community Precinct Master Plan (MCP)

