



Government Gazette

of the State of

New South Wales

Number 454 - Crown Land

Friday, 22 November 2024

The New South Wales Government Gazette is the permanent public record of official NSW Government notices. It can also contain local council, non-government and other notices.

Each notice in the Government Gazette has a unique reference number that appears in parentheses at the end of each page of the notice and can be used as a reference for that notice. For example, [NSWGG-2024-10-1].

The Gazette is compiled by the Parliamentary Counsel's Office and published on the NSW Government Gazette website (www.gazette.legislation.nsw.gov.au) under the authority of the NSW Government. The website contains a permanent archive of past Gazettes.

To submit a notice for gazettal, visit the website.

ROADS ACT 1993
ORDER
TRANSFER OF CROWN ROAD TO A COUNCIL

In pursuance of the provisions of Section 152(I) of the *Roads Act 1993*, the Crown Road specified in Schedule 1 is transferred to the roads authority specified in Schedule 2 hereunder as from the date of publication of this notice and as from that date the road specified in Schedule 1 ceases to be a Crown road.

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule 1

Parish: Morisset, County: Northumberland
Land District: Gosford, LGA: Lake Macquarie
Area: Approximately 31,690m²
Road Type: Non-Urban

Description: Part public Crown roads known as Hue Hue Road, Wye Road and Jilliby Street, Wye. Part Hue Hue Road commencing from the south-western boundary of Lot 286 DP 755242 continuing for 365m north-east to the intersection with Wye Road. Part Wye Road commencing from intersection with Hue Hue Road and continuing 528m east to the eastern boundary of Wallarah Street. Part Jilliby Street commencing on the intersection with Wye Road and continuing south 97m to the northern boundary of Lot 7 DP 1020857. Roads subject to transfer shown in red shading on the diagram below and comprising a collective area of approx. 31,690m².



Schedule 2

Roads Authority: Lake Macquarie City Council
File Reference: 24/12201

ROADS ACT 1993
ORDER
TRANSFER OF CROWN ROAD TO A COUNCIL

In pursuance of the provisions of Section 152(I) of the *Roads Act 1993*, the Crown Road specified in Schedule 1 is transferred to the roads authority specified in Schedule 2 hereunder as from the date of publication of this notice and as from that date the road specified in Schedule 1 ceases to be a Crown road.

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule 1

Parish: Taree, County: Macquarie
Land District: Taree, LGA: Mid Coast
Area: Approximately 7242m²
Road Type: Non-Urban

Description: Unnamed Crown public road off Oakvale Road, Cundletown commencing at the north eastern corner of Lot 1 DP 248323 and extending 362m to the north western corner of Lot 1 DP 248323 as highlighted red on the diagram below, comprising an area of approx. 7242m².



Schedule 2

Roads Authority: Mid Coast Council
File Reference: 24/11913

ROADS ACT 1993
ORDER
TRANSFER OF CROWN ROAD TO A COUNCIL

In pursuance of the provisions of Section 152(I) of the *Roads Act 1993*, the Crown Road specified in Schedule 1 is transferred to the roads authority specified in Schedule 2 hereunder as from the date of publication of this notice and as from that date the road specified in Schedule 1 ceases to be a Crown road.

The Hon. Stephen Kamper MP
Minister for Lands and Water

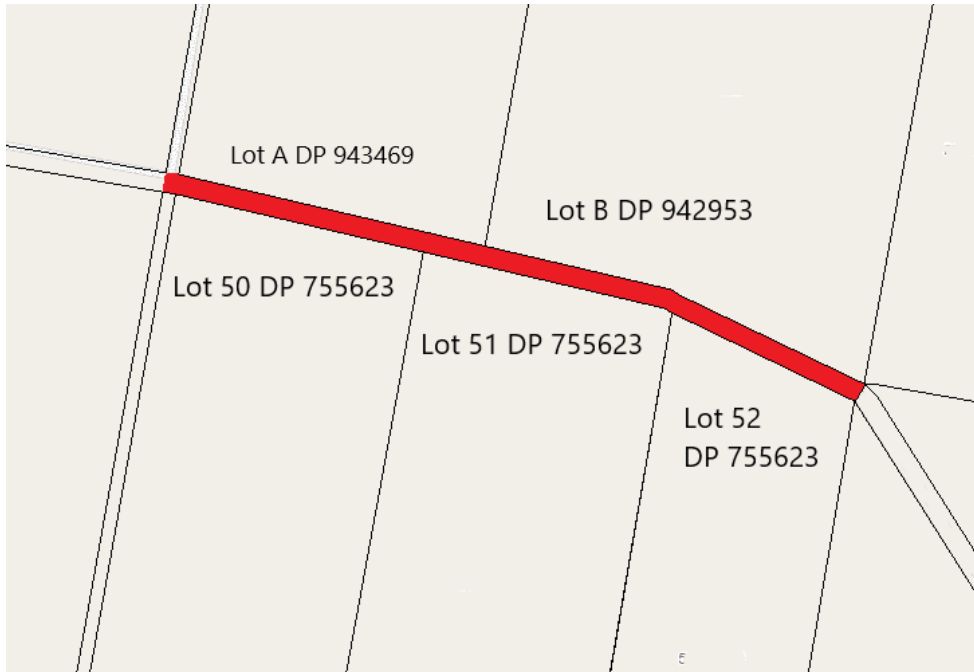
Schedule 1

Parish: Richmond
County: Richmond
Land District: Casino
LGA: Richmond Valley

Description: Crown public road separating Lot A DP 943469 and Lot B DP 942953 from Lot 50-52 DP 755623 as shown by red colour and comprising an area of approx 3.427ha.

Schedule 2

Roads Authority: Richmond Valley Council - Makes Lane Leeville
File Reference: 23/00509 – W639002



cROADS ACT 1993
ORDER
TRANSFER OF CROWN ROAD TO A COUNCIL

In pursuance of the provisions of Section 152(I) of the *Roads Act 1993*, the Crown Road specified in Schedule 1 is transferred to the roads authority specified in Schedule 2 hereunder as from the date of publication of this notice and as from that date the road specified in Schedule 1 ceases to be a Crown road.

The Hon. Stephen Kamper MP
Minister for Lands and Water

Schedule 1

Parish: Riley
County: Richmond
Land District: Lismore
LGA: Richmond Valley

Description: Crown public road adjoining Lot B DP 362118, Lot A DP 362118 and Lot 7 DP 12376 of as shown by red colour and comprising an area of approx 691m².

Schedule 2

Roads Authority: Richmond Valley Council - McConnel Lane Woodburn
File Reference: 23/00509 – W639002



cROADS ACT 1993
ORDER
TRANSFER OF CROWN ROAD TO A COUNCIL

In pursuance of the provisions of Section 152(I) of the *Roads Act 1993*, the Crown Road specified in Schedule 1 is transferred to the roads authority specified in Schedule 2 hereunder as from the date of publication of this notice and as from that date the road specified in Schedule 1 ceases to be a Crown road.

The Hon. Stephen Kamper MP
Minister for Lands and Water

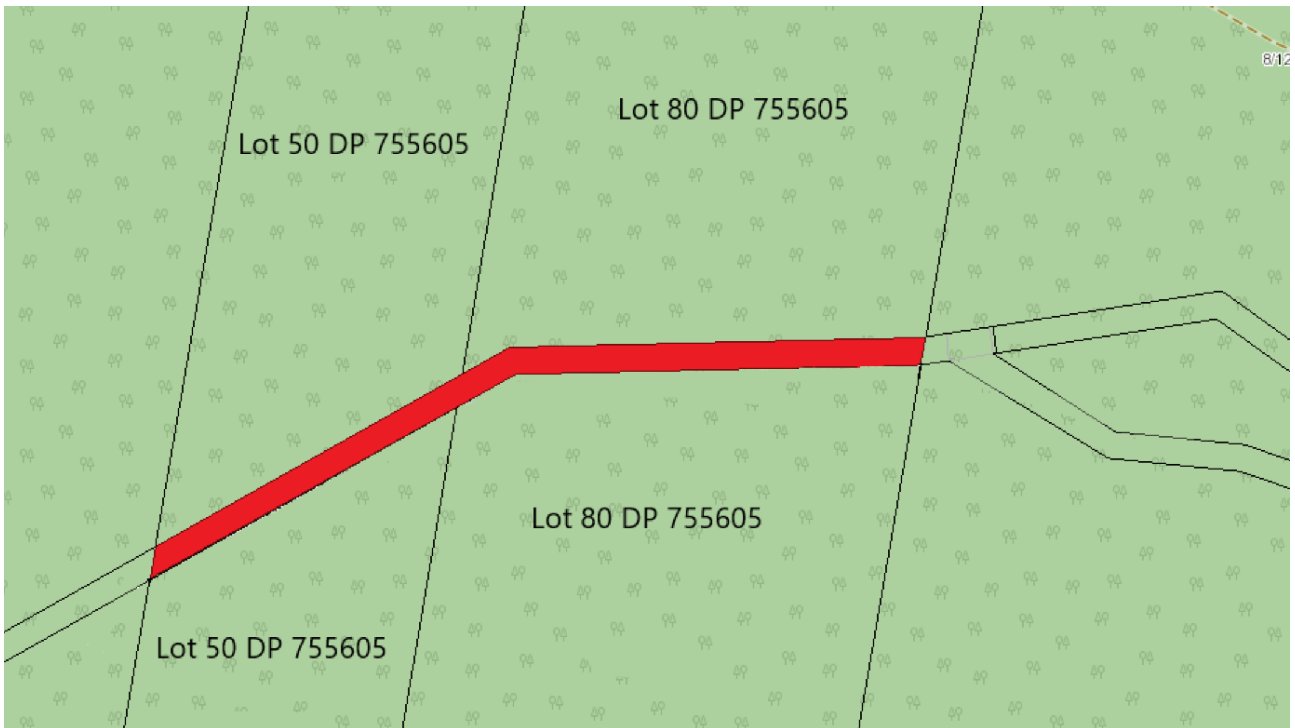
Schedule 1

Parish: Camira
County: Richmond
Land District: Casino
LGA: Richmond Valley

Description: Crown public road within Lot 50 DP 755605 and Lot 80 DP 755605 as shown by red colour and comprising an area of approx 1.22ha.

Schedule 2

Roads Authority: Richmond Valley Council - Mount Marsh Road Mount Marsh
File Reference: 23/00509 – W639002



CROWN LAND MANAGEMENT ACT 2016
NOTICE - CROWN LAND TO BE USED OR OCCUPIED FOR OTHER PURPOSE UNDER S 2.18(2)(b)

Pursuant to section 2.18(2)(b) of the Crown Land Management Act 2016, the Crown land specified in Column 2 of the following Schedule is proposed to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the following Schedule.

The Hon. Stephen Kamper MP
Minister for Lands and Property

Column 1	Schedule
Communication Facilities (relevant interest - Licence 673916) Access (relevant interest - Licence 673916)	Column 2 Reserve No. 294 Public Purpose: Travelling Stock Notified: 21-Aug-1878 File Reference: R294 (1034448)/PURP003/001

Column 1	Schedule
Communication Facilities (relevant interest - Licence 673916) Access (relevant interest - Licence 673916)	Column 2 Reserve No. 37881 Public Purpose: Travelling Stock Notified: 18-Jun-1904 File Reference: R37881/PURP003/001

ROADS ACT 1993
ORDER
TRANSFER OF CROWN ROAD TO A COUNCIL

In pursuance of the provisions of Section 152(I) of the *Roads Act 1993*, the Crown Road specified in Schedule 1 is transferred to the roads authority specified in Schedule 2 hereunder as from the date of publication of this notice and as from that date the road specified in Schedule 1 ceases to be a Crown road.

The Hon. Stephen Kamper MP
Minister for Lands and Water

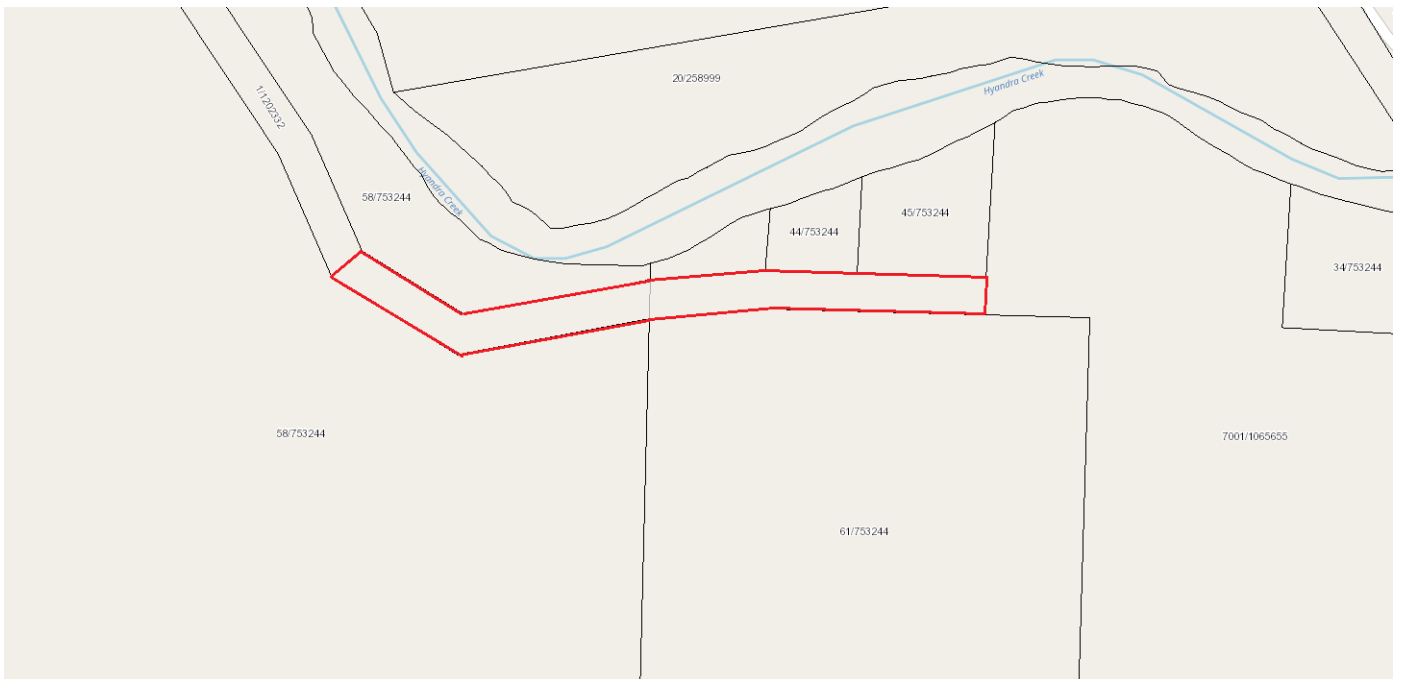
Schedule 1

Parish: Oxley
County: Gordon
Land District: Dubbo
LGA: Dubbo Regional

Description: Crown Road north of Lots 58 & 61 DP 753244, as shown in red outline on the diagram below and comprising an area of approx. 2400m2 classified Non-urban

Schedule 2

Roads Authority: Dubbo Regional Council
File Reference: 24/12322



LEASE CONDITIONS FOR PERPETUAL WESTERN LANDS LEASES CONVERTED FROM TERM WESTERN LANDS LEASES CROWN LAND MANAGEMENT ACT 2016

It is hereby notified that in pursuance of Clause 35(3) of Schedule 3 to the *Crown Land Management Act 2016*, the conditions set out below attach to any perpetual Western Lands Lease converted from a term Western Lands Lease under Clause 34 of Schedule 3 of that same Act with the purpose of residence over specified lands located at Lightning Ridge.

The Hon. Stephen Kamper, MP
Minister for Lands and Property

File Ref: DOC24/402339

PART A – APPLICABILITY OF TERMS

1. APPLICABILITY OF TERMS

The parties acknowledge and agree that terms and conditions set out in this lease apply as follows:

- (a) for lessees whose term lease are subject to the 2005 Term Lease Conditions;
 - (i) this clause 1(a), PART A;
 - (ii) Clause 1, PART B;
 - (iii) Section 1, PART C; and
 - (iv) the whole of PART D.
- (b) for lessees whose original lease are subject to the 2007 Term Lease Conditions;
 - (i) this clause 1(b), PART A;
 - (ii) Clause 2, PART B;
 - (iii) Section 2, PART C; and
 - (iv) the whole of PART D.
- (c) for lessees whose original lease are subject to the 2009 Term Lease Conditions;
 - (i) this clause 1(c), PART A;
 - (ii) Clause 3, PART B;
 - (iii) Section 3, PART C; and
 - (iv) the whole of PART D.

PART B - CONTINUATION OF TERMS AND CONDITIONS

1. CONTINUATION OF TERMS AND CONDITIONS FOR 2005 TERM LEASES

The lessee acknowledges and agrees that:

- (a) the 2005 Term Lease Conditions between the lessee and the Minister are

deemed binding and enforceable as at the Commencing Date of this lease. These conditions, except where varied or amended by the Minister in writing as set out in SECTION 1 of PART C of this lease, shall continue to apply to the parties on and from the Commencing Date of this lease; and

- (b) the terms and conditions of this lease which are set out in PART D of this lease, shall also apply to the parties on and from the Commencing Date of this lease, alongside the 2005 Term Lease Conditions.

2. CONTINUATION OF TERMS AND CONDITIONS FOR 2007 TERM LEASES

The lessee acknowledges and agrees that:

- (a) the 2007 Term Lease Conditions between the lessee and the Minister are deemed binding and enforceable as at the Commencing Date of this lease. These conditions, except where varied or amended by the Minister in writing as set out in SECTION 2 of PART C of this lease, shall continue to apply to the parties on and from the Commencing Date of this lease; and
- (b) the terms and conditions of this lease which are set out in PART D of this lease, shall also apply to the parties on and from the Commencing Date of this lease, alongside the 2007 Term Lease Conditions.

3. CONTINUATION OF TERMS AND CONDITIONS FOR 2009 TERM LEASES

The lessee acknowledges and agrees that:

- (a) the 2009 Term Lease Conditions between the lessee and the Minister are deemed binding and enforceable as at the Commencing Date of this lease. These conditions, except where varied or amended by the Minister in writing as set out in SECTION 3 of PART C of this lease, shall continue to apply to the parties on and from the Commencing Date of this lease; and
- (b) the terms and conditions of this lease which are set out in PART D of this lease, shall also apply to the parties on and from the Commencing Date of this lease, alongside the 2009 Term Lease Conditions.

PART C - TERM LEASE CONDITIONS

SECTION 1

1. VARIATIONS TO 2005 TERM LEASE CONDITIONS

1.1 The parties acknowledge and agree that the 2005 Term Lease Conditions are varied as follows:

- (a) **(Definitions adopted)** Words that have been capitalised in the Term Lease by way of variation in this PART C, have the definitions as defined in this lease in PART D unless the context otherwise permits.
- (b) **(Minister)** In clause 1:

- (i) delete the words “Western Lands Act 1901” and replace with “Crown Land Management Act”
 - (ii) delete the words “Department of Infrastructure, Planning and Natural Resources” and replace with “Department of Planning Housing and Infrastructure”
- (c) **(Commissioner)** Delete clause 2.
- (d) **(Indemnity and Release)** In clause 3:
- (i) delete the words “Her Majesty the Queen Her Heirs” and replace with “His Majesty the King His Heirs”
 - (ii) replace “Holder” with “lessee”
 - (iii) replace “claim” with “Claim”
 - (iv) delete the words “the expiration or”
 - (v) insert the following additional clauses:

“Any act, matter or thing which the lessee is obliged, required or permitted to do or effect under this lease (including without limitation, reading and acting on the Statement of Acknowledgment, the signing of this lease or the carrying out of any Works), the Fixtures and the use and occupation of the Premises by the lessee is all at the lessee’s sole risk, Cost and expense (including that a Law or Requirement of an Authority may affect the use or occupation of the Premises). The lessee takes the Premises and will be subject to the same responsibilities in regard to persons, property and otherwise in respect of the Premises to which the lessee would be subject as if the lessee was the owner of freehold of the Land.

The lessee must not by any act, matter, deed, failure or omission cause or permit to be imposed on the Minister any of the lessee’s liability under or by virtue of this lease.”
- (e) **(Rent)** In clause 4:
- (i) Replace “rent” with “Rent”
 - (ii) delete with words “in accordance with Part 6 of the Western Lands Act 1901” and replace with “in accordance with Part 5 Division 4 of the *Crown Land Management Regulation 2018* (NSW).”
- (f) **(Rental instalments)** In clause 5 replace “rent” with “Rent”
- (g) **(GST)** In clause 6:
- (i) Delete the word “Agreement” and replace with “lease”
 - (ii) Insert new sub clauses (c), (d) and (e) as follows:

- “(c) If the Minister becomes subject to penalties or interest resulting from late payment of GST because of the lessee’s failure to comply with this clause 6, the lessee must pay on demand an additional amount equal to the amount of those penalties and interest.
- (d) If a party is obliged to make a payment under an indemnity or is required to reimburse a party for a cost (e.g., a party's obligation to pay another party's legal costs) on which that other party must pay GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).
- (e) If an adjustment of GST is required as a result of an adjustment event in respect of a supply made under or in connection with this lease, then:
 - (i) a corresponding adjustment of the GST amount payable under this lease must be made between the parties within 21 days after the end of the tax period in which the adjustment is attributable;
 - (ii) the supplier, if obligated to do so under the GST law, must issue an adjustment note within 21 days after the end of the tax period in which the adjustment is attributable; and
 - (iii) where the Minister is required to pay an amount under clause 6(e)(i), the amount will be limited to the amount of the input tax credit or decreasing adjustment (if any) to which the Minister determines it is entitled for the Minister’s acquisition of the supply to which the payment relates. The amount will be payable within 10 Business Days after the Minister has received the benefit of the input tax credit or decreasing adjustment.”
- (h) **(Outgoings)** In clause 7 delete the word “leased land” and replace with “Premises”
- (i) **(Assignment)** In clause 8:
 - (i) delete the word “land leased” and replace with “Premises”.
 - (ii) Insert the following additional sentence at the end of the clause:

“Consent to any proposed assignment or transfer (as the case may be) is subject to satisfaction of the following conditions:

 - (a) the lessee must not be in breach of this lease;

- (b) the new tenant’s proposed occupation would involve no higher security risk or loss of amenity within the Premises than the lessee’s occupation;
 - (c) the proposed new tenant signs any documentation reasonably required by the Minister which includes provisions that the incoming tenant will comply with all of the lessee’s obligations under this lease on and from the date of assignment;
 - (d) the lessee pays to the Minister, upon written notice, the Minister’s reasonable costs (including legal costs) and disbursements of and incidental to any proposed dealing the lessee; and
 - (e) the proposed new tenant complies with any other conditions of consent required by the Minister acting reasonably.”
- (j) **(Permitted Use)** In clause 9 delete the word “land leased” and replace with “Premises”.
 - (k) **(Sublease)** In clause 10 delete the word “land leased” and replace with “Premises”.
 - (l) **(Sublease notification)** In clause 11:
 - (i) Delete the words “land leased” and replace with “Premises”.
 - (ii) Delete the word “Commissioner” and replace with “Minister”
 - (m) **(Repair and Maintenance and Landlord’s inspections right)** In clause 12:
 - (i) Delete the words “land leased” and replace with “Premises”.
 - (ii) Delete the words “or the Commissioner”
 - (n) **(Minerals Reserved)** In clause 13 delete the word “land leased” and replace with “Premises”.
 - (o) **(Mining Operations)** In clause 14 delete the word “land leased” and replace with “Premises”.
 - (p) **(Works)** In clause 15:
 - (i) Delete the words “in accordance with Walgett Shire Council’s “Camps Guidelines” for Camps in the Opal Fields of Lightning Ridge or”
 - (ii) Delete the word “land leased” and replace with “Premises”.
 - (q) **(Make Good)** In clause 16:
 - (i) Delete the words “land” and replace with “Premises”.

- (ii) Delete the word “Commissioner” and replace with “Minister”
- (r) **(Repair and Maintenance)** In clause 17:
 - (i) Delete the words “land” and “leased land” and replace with “Premises”.
 - (ii) Delete the word “Commissioner” and replace with “Minister”
- (s) **(No Fencing)** In clause 18:
 - (i) Delete the words “leased area” and “leased land” and replace with “Premises”.
 - (ii) Delete the word “Commissioner” and replace with “Minister”
- (t) **(Access)** In clause 19:
 - (i) Delete the words “leased land” and replace with “Premises”.
 - (ii) Delete the word “Crown” and replace with “Minister”.

SECTION 2

2. VARIATIONS TO 2007 TERM LEASE CONDITIONS

2.1 The parties acknowledge and agree that the 2007 Term Lease Conditions are varied as follows:

- (a) **(Definitions adopted)** Words that have been capitalised in the Term Lease by way of variation in this PART C, have the definitions as defined in this lease in PART D unless the context otherwise permits.
- (b) **(Minister)** In clause 1:
 - (i) delete the words “Western Lands Act 1901” and replace with “Crown Land Management Act”
 - (ii) delete the words “Department of Infrastructure, Planning and Natural Resources” and replace with “Department of Planning Housing and Infrastructure”
- (c) **(Commissioner)** Delete clause 2.
- (d) **(Indemnity and Release)** In clause 3:
 - (i) delete the words “Her Majesty the Queen Her Heirs” and replace with “His Majesty the King His Heirs”
 - (ii) replace “Holder” with “lessee”
 - (iii) replace “claim” with “Claim”
 - (iv) delete the words “the expiration or”
 - (v) insert the following additional clauses:

“Any act, matter or thing which the lessee is obliged, required or permitted to do or effect under this lease (including without limitation, reading and acting on the Statement of Acknowledgment, the signing of this lease or the carrying out

of any Works), the Fixtures and the use and occupation of the Premises by the lessee is all at the lessee's sole risk, Cost and expense (including that a Law or Requirement of an Authority may affect the use or occupation of the Premises). The lessee takes the Premises and will be subject to the same responsibilities in regard to persons, property and otherwise in respect of the Premises to which the lessee would be subject as if the lessee was the owner of freehold of the Land.

The lessee must not by any act, matter, deed, failure or omission cause or permit to be imposed on the Minister any of the lessee's liability under or by virtue of this lease."

- (e) **(Rent)** In clause 4:
 - (i) Replace "rent" with "Rent"
 - (ii) delete with words "in accordance with Part 6 of the Western Lands Act 1901" and replace with "in accordance with Part 5 Division 4 of the *Crown Land Management Regulation 2018* (NSW)."
- (f) **(Rental instalments)** In clause 5 replace "rent" with "Rent"
- (g) **(GST)** In clause 6:
 - (i) Delete the word "Agreement" and replace with "lease"
 - (ii) Insert new sub clauses (c), (d) and (e) as follows:
 - "(c) If the Minister becomes subject to penalties or interest resulting from late payment of GST because of the lessee's failure to comply with this clause 6, the lessee must pay on demand an additional amount equal to the amount of those penalties and interest.
 - (d) If a party is obliged to make a payment under an indemnity or is required to reimburse a party for a cost (e.g., a party's obligation to pay another party's legal costs) on which that other party must pay GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).
 - (e) If an adjustment of GST is required as a result of an adjustment event in respect of a supply made under or in connection with this lease, then:
 - (i) a corresponding adjustment of the GST amount payable under this lease must be made between the parties within 21 days after the end of the tax period in which the adjustment is attributable;

- (ii) the supplier, if obligated to do so under the GST law, must issue an adjustment note within 21 days after the end of the tax period in which the adjustment is attributable; and
 - (iii) where the Minister is required to pay an amount under clause 6(e)(i), the amount will be limited to the amount of the input tax credit or decreasing adjustment (if any) to which the Minister determines it is entitled for the Minister's acquisition of the supply to which the payment relates. The amount will be payable within 10 Business Days after the Minister has received the benefit of the input tax credit or decreasing adjustment."
- (h) **(Outgoings)** In clause 7 delete the word "leased land" and replace with "Premises"
- (i) **(Assignment)** In clause 8:
 - (i) delete the word "land leased" and replace with "Premises".
 - (ii) Insert the following additional sentence at the end of the clause:

"Consent to any proposed assignment or transfer (as the case may be) is subject to satisfaction of the following conditions:

 - (a) the lessee must not be in breach of this lease;
 - (b) the new tenant's proposed occupation would involve no higher security risk or loss of amenity within the Premises than the lessee's occupation;
 - (c) the proposed new tenant signs any documentation reasonably required by the Minister which includes provisions that the incoming tenant will comply with all of the lessee's obligations under this lease on and from the date of assignment;
 - (d) the lessee pays to the Minister, upon written notice, the Minister's reasonable costs (including legal costs) and disbursements of and incidental to any proposed dealing the lessee; and
 - (e) the proposed new tenant complies with any other conditions of consent required by the Minister acting reasonably."
- (j) **(Permitted Use)** In clause 9 delete the word "land leased" and replace with "Premises".
- (k) **(Sublease)** In clause 10 delete the word "land leased" and replace with "Premises".

- (l) **(Sublease notification)** In clause 11:
 - (i) Delete the words “land leased” and replace with “Premises”.
 - (ii) Delete the word “Commissioner” and replace with “Minister”

- (m) **(Repair and Maintenance and Landlord’s inspections right)** In clause 12:
 - (i) Delete the words “land leased” and replace with “Premises”.
 - (ii) Delete the words “or the Commissioner”

- (n) **(Minerals Reserved)** In clause 13 delete the word “land leased” and replace with “Premises”.

- (o) **(Mining Operations)** In clause 14 delete the word “land leased” and replace with “Premises”.

- (p) **(Works)** In clause 15:
 - (i) Delete the words “in accordance with Walgett Shire Council’s “Camps Guidelines” for Camps in the Opal Fields of Lightning Ridge or”
 - (ii) Delete the word “land leased” and replace with “Premises”.

- (q) **(Make Good)** In clause 16:
 - (i) Delete the words “land” and replace with “Premises”.
 - (ii) Delete the word “Commissioner” and replace with “Minister”

- (r) **(Repair and Maintenance)** In clause 17:
 - (i) Delete the words “land” and “leased land” and replace with “Premises”.
 - (ii) Delete the word “Commissioner” and replace with “Minister”

- (s) **(No Fencing)** In clause 18:
 - (i) Delete the words “leased area” and “leased land” and replace with “Premises”.
 - (ii) Delete the word “Commissioner” and replace with “Minister”

- (t) **(Access)** In clause 19:
 - (i) Delete the words “leased land” and replace with “Premises”.
 - (ii) Delete the word “Crown” and replace with “Minister”.

- (u) **(Australian Company Clauses)** In clause 20:
 - (i) Delete the words “leased land” and replace with “Premises”.
 - (ii) Delete the word “Commissioner” and replace with “Minister”.
 - (iii) Delete clause 20(iii) and replace with clause 31 set out in PART D.

SECTION 3

3. VARIATIONS TO 2009 TERM LEASE CONDITIONS

3.1 The parties acknowledge and agree that the 2009 Term Lease Conditions are varied as follows:

- (a) **(Definitions adopted)** Words that have been capitalised in the Term Lease by way of variation in this PART C, have the definitions as defined in this lease in PART D unless the context otherwise permits.
- (b) **(Minister)** In clause 1:
 - (i) delete the words “Western Lands Act 1901” and replace with “Crown Land Management Act”
 - (ii) delete the words “Department of Infrastructure, Planning and Natural Resources” and replace with “Department of Planning Housing and Infrastructure”
- (c) **(Commissioner)** Delete clause 2.
- (d) **(Indemnity and Release)** In clause 3:
 - (i) delete the words “Her Majesty the Queen Her Heirs” and replace with “His Majesty the King His Heirs”
 - (ii) replace “Holder” with “lessee”
 - (iii) replace “claim” with “Claim”
 - (iv) delete the words “the expiration or”
 - (v) insert the following additional clauses:

“Any act, matter or thing which the lessee is obliged, required or permitted to do or effect under this lease (including without limitation, reading and acting on the Statement of Acknowledgment, the signing of this lease or the carrying out of any Works), the Fixtures and the use and occupation of the Premises by the lessee is all at the lessee’s sole risk, Cost and expense (including that a Law or Requirement of an Authority may affect the use or occupation of the Premises). The lessee takes the Premises and will be subject to the same responsibilities in regard to persons, property and otherwise in respect of the Premises to which the lessee would be subject as if the lessee was the owner of freehold of the Land.

The lessee must not by any act, matter, deed, failure or omission cause or permit to be imposed on the Minister any of the lessee’s liability under or by virtue of this lease.”

- (e) **(Rent)** In clause 4:
 - (i) Replace “rent” with “Rent”
 - (ii) delete with words “in accordance with Part 6 of the Western Lands Act 1901” and replace with “in accordance with Part 5 Division 4 of the *Crown Land Management Regulation 2018* (NSW).”

- (f) **(Rental instalments)** In clause 5 replace “rent” with “Rent”
- (g) **(GST)** In clause 6:
 - (i) Delete the word “Agreement” and replace with “lease”
 - (ii) Insert new sub clauses (c), (d) and (e) as follows:
 - “(c) If the Minister becomes subject to penalties or interest resulting from late payment of GST because of the lessee’s failure to comply with this clause 6, the lessee must pay on demand an additional amount equal to the amount of those penalties and interest.
 - (d) If a party is obliged to make a payment under an indemnity or is required to reimburse a party for a cost (e.g., a party’s obligation to pay another party’s legal costs) on which that other party must pay GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).
 - (e) If an adjustment of GST is required as a result of an adjustment event in respect of a supply made under or in connection with this lease, then:
 - (i) a corresponding adjustment of the GST amount payable under this lease must be made between the parties within 21 days after the end of the tax period in which the adjustment is attributable;
 - (ii) the supplier, if obligated to do so under the GST law, must issue an adjustment note within 21 days after the end of the tax period in which the adjustment is attributable; and
 - (iii) where the Minister is required to pay an amount under clause 6(e)(i), the amount will be limited to the amount of the input tax credit or decreasing adjustment (if any) to which the Minister determines it is entitled for the Minister’s acquisition of the supply to which the payment relates. The amount will be payable within 10 Business Days after the Minister has received the benefit of the input tax credit or decreasing adjustment.”
- (h) **(Outgoings)** In clause 7 delete the word “leased land” and replace with “Premises”
- (i) **(Assignment)** In clause 8:

- (i) delete the word “land leased” and replace with “Premises”.
- (ii) Insert the following additional sentence at the end of the clause:

“Consent to any proposed assignment or transfer (as the case may be) is subject to satisfaction of the following conditions:

- (a) the lessee must not be in breach of this lease;
 - (b) the new tenant’s proposed occupation would involve no higher security risk or loss of amenity within the Premises than the lessee’s occupation;
 - (c) the proposed new tenant signs any documentation reasonably required by the Minister which includes provisions that the incoming tenant will comply with all of the lessee’s obligations under this lease on and from the date of assignment;
 - (d) the lessee pays to the Minister, upon written notice, the Minister’s reasonable costs (including legal costs) and disbursements of and incidental to any proposed dealing the lessee; and
 - (e) the proposed new tenant complies with any other conditions of consent required by the Minister acting reasonably.”
- (j) **(Permitted Use)** In clause 9 delete the word “land leased” and replace with “Premises”.
 - (k) **(Sublease)** In clause 10 delete the word “land leased” and replace with “Premises”.
 - (l) **(Sublease notification)** In clause 11:
 - (i) Delete the words “land leased” and replace with “Premises”.
 - (ii) Delete the word “Commissioner” and replace with “Minister”
 - (m) **(Repair and Maintenance and Landlord’s inspections right)** In clause 12:
 - (i) Delete the words “land leased” and replace with “Premises”.
 - (ii) Delete the words “or the Commissioner”
 - (n) **(Minerals Reserved)** In clause 13 delete the word “land leased” and replace with “Premises”.
 - (o) **(Mining Operations)** In clause 14 delete the word “land leased” and replace with “Premises”.
 - (p) **(Works)** In clause 15:

- (i) Delete the words “in accordance with Walgett Shire Council’s “Camps Guidelines” for Camps in the Opal Fields of Lightning Ridge or”
 - (ii) Delete the word “land leased” and replace with “Premises”.
- (q) **(Make Good)** In clause 16:
- (i) Delete the words “land” and replace with “Premises”.
 - (ii) Delete the word “Commissioner” and replace with “Minister”
- (r) **(Repair and Maintenance)** In clause 17:
- (i) Delete the words “land” and “leased land” and replace with “Premises”.
 - (ii) Delete the word “Commissioner” and replace with “Minister”
- (s) **(No Fencing)** In clause 18:
- (i) Delete the words “leased area” and “leased land” and replace with “Premises”.
 - (ii) Delete the word “Commissioner” and replace with “Minister”
- (t) **(Access)** In clause 19:
- (i) Delete the words “leased land” and replace with “Premises”.
 - (ii) Delete the word “Crown” and replace with “Minister”.
- (u) **(Pest Control)** Delete clause 20 and replace with clause 26.9 set out in PART D.
- (v) **(Repair and maintenance of any subsidence)** In clause 21 delete the words “lease area” and replace with “Premises”.
- (w) **(Australian Company Clauses)** In clause 22:
- (i) Delete the words “leased land” and replace with “Premises”.
 - (ii) Delete the word “Commissioner” and replace with “Minister”.
 - (iii) Delete clause 22(iii) and replace with clause 31 set out in PART D.

PART D - ADDITIONAL LEASE CONDITIONS

The parties acknowledge and agree that the following conditions are incorporated into the lease in addition to the Term Lease Conditions as varied in PART C as follows:

23 DEFINITIONS AND INTERPRETATIONS

23.1 Definitions

In this lease which includes PART A, PART B, PART C, PART D and either:

- (a) the 2005 Term Lease (to the extent it applies to the lessee per PART 1);
- (b) the 2007 Term Lease (to the extent it applies to the lessee per PART 1); or
- (c) the 2009 Term Lease (to the extent it applies to the lessee per PART 1),

the following words have the following meanings unless the contrary intention appears:

Address for Service of Notices means:

Minister

Name: The State of New South Wales ABN 20 770 707 468 as represented by NSW Department of Planning Housing and Infrastructure

Address: PO Box 2155, Dangar NSW 2309

For the attention of: Crown Lands

Email: cl.western.region@crowland.nsw.gov.au

Lessee

Address: as notified in writing by the lessee to the Minister prior to the Commencing Date in the Conversion of Term Western Lands lease to Perpetuity at Lightning Ridge and as updated from time to time.

Email: as notified in writing by the lessee to the Minister prior to the Commencing Date in the Conversion of Term Western Lands lease to Perpetuity at Lightning Ridge and as updated from time to time.

Approvals means all consents, approvals, major project approvals, modifications, registrations, certificates, licences and permits from any Authority:

- (a) necessary for the development or use of the Premises including the carrying out of any proposed works to any part of the Premises; and
- (b) required for the purpose of this lease, including any approvals required under Part 4 of the EP&A Act.

Authority means any governmental, statutory, public, local government or other authority or body having jurisdiction over any part of the Land and the Premises or relating to its use.

Business Day means a day on which banks are open for general business in New South Wales other than a Saturday, a Sunday or a public holiday.

Claims means all or any claims, demands, remedies, injuries, damages, losses, Costs, claim for compensation, claim for abatement of rent obligations, proceedings, actions, rights of action, liabilities, suits, notices, fines, demands and requirements (including orders).

Commencing Date is the date that this lease is granted by the Minister by way of gazette to the lessee.

Contamination means the presence in, on or under land (including soil and ground water) of a substance above the concentration at which that substance is normally present in, on or under land in the same locality that presents a risk of harm to human health or any other aspect of the environment.

Contaminants mean any substance or material (whether solid, liquid or gas) which has the potential to cause Contamination.

Control means the capacity (directly or indirectly), whether or not having

statutory, legal or equitable force, and whether or not based on statutory legal or equitable rights, to:

- (a) appoint, determine or control the composition of the board of directors of the lessee;
- (b) exercise more than 50% of the votes entitled to be cast at any general meeting of the lessee; or
- (c) hold more than 50% of the issued share capital of the lessee (other than shares issued with no rights other than to receive a specified amount in distribution).

Conversion of Term Western Lands lease to Perpetuity at Lightning Ridge means the form required by the Minister in accordance with clause 33(1), Schedule 3 of the Crown Land Management Act completed and signed by the lessee prior to the Commencing Date which includes details of the lessee's Address for Service of Notices and discloses the Statement of Acknowledgement.

Costs means any cost, charge, expense, outgoing, payment or other expenditure of any nature (whether direct, indirect or consequential and whether accrued or paid).

Crown Land Management Act means the *Crown Land Management Act 2016 (NSW)*.

Environmental Notice means any direction, order, demand, licence or other requirement from a relevant Authority in connection with any Environmental Protection Legislation to take any action or refrain from taking any action in respect of the Premises and any adjoining or neighbouring premises, land or waterway.

Environmental Protection Legislation means any statute, regulation, code, proclamation, ministerial directive, ordinance, by-law, development consent, planning policy or subordinate legislation, relating to Contaminants, use of land, natural resource management, human health and safety or protection of the environment while in force during the Term.

EP&A Act means the *Environmental Planning and Assessment Act 1979 (NSW)*.

Fixtures means all improvements including any building, structure, fitout, fittings, fixtures, wires, pipes, roads, tracks, paving and other infrastructure or property on the Premises constructed, installed or otherwise effected by or for the lessee or the lessee's predecessors and any Invitees during the Term or which are in or on the Premises during the Term and are not owned by the Minister.

Hazardous Building Materials means any substance present in building fabric that has the potential to pose risks to human health or the environment including asbestos containing materials, combustible cladding, lead based paint, synthetic mineral fibres and polychlorinated biphenyl.

Hazardous Chemicals has the meaning specified in the Work Health and Safety Legislation.

Improvements means the buildings, structure and other improvements on the Land at the Commencing Date as modified and extended from time to time in accordance with the terms of this lease but excluding the Fixtures.

Invitees means:

- (a) the lessee's permitted sub-tenants and licensees;
- (b) the lessee's employees, agents, consultants, contractors, members, clients, customers, visitors; and
- (c) other persons on or in the Premises with or without the lessee's consent.

Land means the whole of the land comprised in the folio identifier the subject of the conversion of the Term Lease to a perpetual lease, being this lease.

Laws means all statutes, ordinances, regulations, subordinate legislation, by-laws industrial awards, Australian Standards, development consents, environmental planning instruments and all orders, directions, codes of practice or requirements of any Authority.

Loss means any loss, damages, remedies, liabilities, expenses, fines, penalties and costs (including legal costs on a full indemnity basis and associated expenses).

Material Harm to the Environment has the meaning specified in the *Protection of the Environmental Operations Act 1997* (NSW).

Mining Act means the *Mining Act 1992* (NSW).

Minister means the Minister for the time being administering the Crown Land Management Act.

Permitted Use means the use described in clause 9 of the Term Lease Conditions.

Pollution has the meaning specified in the *Protection of the Environment (Operations) Act 1997* (NSW).

Pollution Incident means an incident or set of circumstances during, or as a consequence of, which there is or there is likely to be a leak, spill or other escape or deposit of a substance, as a result of which Pollution has occurred, or Contamination has been caused.

Premises means the Land and the Improvements.

Remediation has the meaning specified in the *Contaminated Land Management Act 1997* (NSW).

Rent means the amount determined in accordance with clause 4 of the Term Lease Conditions and includes the rent as re-determined from time to time in accordance with the terms of this lease.

Requirement includes any requirement, notice, order, direction, recommendation, consent, stipulation or similar notification received from or given by any Authority or under any Law, whether in writing or otherwise.

Statement of Acknowledgement means the risk warning provided in clause 36 and disclosed and acknowledged by the lessee in the Conversion of Term Western Lands lease to Perpetuity at Lightning Ridge.

Term means the term commencing on the Commencing Date and terminating on the Terminating Date.

Term Lease means the term lease for the Premises between the Minister and the lessee that has now been converted to a perpetual lease.

Term Lease Conditions means either:

- (a) the 2005 Term Lease Conditions that applied to the lessee under the 2005 Term Lease;
- (b) the 2007 Term Lease Conditions that applied to the lessee under the 2007 Term Lease; or
- (c) the 2009 Term Lease Conditions that applied to the lessee under the 2009 Term Lease.

Terminating Date means the date being the earlier of the date that this lease is:

- (a) forfeited by the Minister in accordance with Division 7.4 of the Crown Land Management Act; or
- (b) surrendered by the lessee.

Work Health and Safety Legislation means *Work Health and Safety Act 2011* (NSW) and *Work Health and Safety Regulation 2017* (NSW).

Works means any alteration, addition or installation in or to the Premises and/or the Fixtures including building or construction works (other than maintenance or repairs).

2005 Term Lease means the term lease which incorporates the 2005 Term Lease Conditions for the Premises between the Minister and the lessee that has now been converted to a perpetual lease.

2005 Term Lease Conditions means the conditions gazetted on 18 February 2005 on pages 434 and 435.

2007 Term Lease means the term lease which incorporates the 2007 Term Lease Conditions for the Premises between the Minister and the lessee that has now been converted to a perpetual lease.

2007 Term Lease Conditions means the conditions gazetted on 25 May 2007 on pages 2974 and 2975.

2009 Term Lease means the term lease which incorporates the 2009 Term Lease Conditions for the Premises between the Minister and the lessee that has now been converted to a perpetual lease.

2009 Term Lease Conditions means the conditions gazetted on 20 March 2009 on pages 1416, 1417 and 1418.

23.2 Interpretation

(a) **Number, gender and corporation**

Words importing the singular number include the plural and vice versa, words importing a person include a corporation and vice versa and each gender includes every other gender.

(b) **Jointly and severally**

Any provision of this lease to be performed by two or more persons binds those persons jointly and each of them severally.

(c) **Bodies and Associations**

References to authorities, institutes, associations and bodies, whether statutory or otherwise, will in the event of any such organisation ceasing to exist, being reconstituted, renamed or replaced or the powers or functions or any such organisation being transferred to any other organisation, be deemed to refer respectively to the organisation established or constituted in lieu of any such organisation.

(d) **Statutes and Regulations**

Reference to a statute or ordinance includes all regulations under and amendments to that statute or ordinance whether by subsequent statute or otherwise and a statute or ordinance passed in substitution for the statute or ordinance.

(e) **Parties**

A reference to a party includes any administrator, successor or permitted assignee of a party.

(f) **Headings and Parts**

Headings and parts have been inserted for convenience only and do not in any way limit or govern the construction of the terms of this lease.

(g) **Monthly, Yearly and Quarterly**

A reference to month and year means respectively calendar month and calendar year. A reference to a quarter means each consecutive 3-month period commencing on the Commencing Date.

(h) **Entire Agreement**

This lease which includes:

(i) either:

(A) the 2005 Term Lease (to the extent it applies to the lessee per PART A, PART B and PART C);

(B) the 2007 Term Lease (to the extent it applies to the lessee per PART A, PART B and PART C); or

(C) the 2009 Term Lease (to the extent it applies to the lessee per PART A, PART B and PART C); and

(ii) PART D; and

(iii) the Statement of Acknowledgement signed by the lessee,

constitutes the entire agreement of the parties on everything connected with the subject matter of this lease and supersedes all prior agreements, understandings and negotiations in relation to those matters, other than any prior agreement in relation to confidentiality.

(i) **Business Days**

Where under or pursuant to the lease the day on or by which any act, matter or thing is to be done is a Saturday, Sunday or public holiday in the city or town in which the Premises is situated, such act, matter or thing may be done on the next succeeding day which is not a Saturday, Sunday or public holiday.

(j) **Include**

The word “include” (in any form) when introducing one or more specific items does not limit the meaning of the general words to those items or to items of a similar kind.

(k) **Rule of Construction**

In the interpretation of this lease no rule of construction applies to the disadvantage of one party on the basis that that party put forward this lease.

(l) **Severance**

If a term of this lease is or becomes wholly or partly void, voidable, or unenforceable the Minister may sever the offending term without affecting the enforceability or validity of the remainder of the lease.

(m) **Defined Terms**

Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

(n) **Notices etc**

Each communication (including each notice, consent, approval, request and demand) under or in connection with this lease:

- (i) must be in writing;
- (ii) must be addressed:
 - (A) as set out in the Address for Service of Notices (or as otherwise notified by that party to each other party from time to time); or
 - (B) where the lessee is a corporation, at the lessee's registered office or at the Premises;
- (iii) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (iv) must be delivered by hand or posted by prepaid post to the address, or sent by email to the email address, of the addressee, in accordance with this clause; and
- (v) is taken to be received by the addressee:
 - (A) (in the case of prepaid post sent to an address in the same country) fifteen Business Days after the date of posting;
 - (B) (in the case of prepaid post sent to an address in another country) twenty Business Days after the date of posting by airmail;
 - (C) (in the case of email) at the time in the place to which it is sent equivalent to the time shown on the email from which it was sent (unless the sender receives an automated message that the email has not been delivered); and
 - (D) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day or after 5:00pm, it is taken to be received at 9:00 am on the next Business Day.

(o) **Further Assurance**

Each party must do, sign, execute and deliver and must procure that each of its employees, agents and contractors, does, signs, executes and delivers all deeds, documents, instruments and acts reasonably required of it or them by notice from the other party to effectively carry out and give full effect to this lease and the rights and obligations of the parties under it.

(p) **Lease ends**

A reference to the end of this lease is a reference to the determination of the Term by default or otherwise. If this lease ends as a result of a right of forfeiture under a clause in this lease without default of either party then the obligations of the parties under this lease will cease on the date of forfeiture except Claims and Losses arising from a prior breach of this lease which continue and any continuing obligations.

(q) **Continuing Obligations**

The obligations of the parties arising prior to the end of this lease will not merge on the Terminating Date until they are fulfilled.

(r) **Lessee's Obligations and Payments**

The lessee must perform the lessee's obligations under this at the lessee's own expense and risk. Where an obligation is imposed on the lessee under this lease, the lessee must ensure that the lessee and any Invitees perform the obligation. Where the lessee is prohibited from doing anything under this lease, the lessee must ensure that the lessee and any Invitees do not breach the prohibition.

An amount to be paid under this lease is due for payment on the earlier of demand or the date specified in the notice or invoice. Payments must be made to the Minister or the Minister's agent as the Minister may direct including by direct deposit or electronic transfer.

(s) **Implied Covenants**

(i) The covenants, powers and provisions implied in leases by virtue of Sections 84, 84A, 85 and 133 of the *Conveyancing Act 1919* (NSW) do not apply to this lease.

(ii) The employment in this lease of words in any of the forms or words contained in the first column of Part 2 of Schedule 4 of the *Conveyancing Act 1919* (NSW) does not imply any covenant under Section 86 of that Act.

- (iii) Any present or future legislation or any implied term (including a duty of good faith or anything similar) which operates to vary the lessee's obligations in connection with this lease with the result that the Minister's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded, except to the extent that its exclusion is prohibited or rendered ineffective by law.

23.3 Public Authority

This lease or anything done or to be done under this lease:

- (a) is not to be taken as approval or consent by the Minister as a regulatory authority; and
- (b) does not in any way inhibit, deter, or prejudice the Minister in the proper exercise of its functions, duties or powers,

pursuant to or under any legislation including the Crown Land Management Act.

23.4 Opinion of the Minister

An opinion to be formed by the Minister for the purposes of this lease may be formed on such grounds and material as the Minister deems sufficient.

23.5 Reservations

In addition to any other provision in this lease, the Minister reserves the following:

- (a) all rights to metals, gems, precious stones, coal, mineral oils and minerals within the meaning of the Mining Act together with all rights necessary for ingress, egress, search, prosecution, and removal and any incidental rights and powers, subject to compliance with the Mining Act (including provisions relating to access and compensation); and
- (b) all rights to timber and forest products as defined in the Forestry Act 2012 (NSW) together with all necessary rights for ingress, egress and removal together with any incidental rights and powers, except where the use of timber is permitted under this lease.

23.6 No right to purchase etc

The lessee expressly acknowledges that the conversion of the Term Lease to this perpetual lease does not confer a right to purchase the Land or to the grant of a further lease or to the grant of any licence, unless specifically set out in this lease.

23.7 Reviews and inspections

The lessee acknowledges that:

- (a) a review, inspection or approval of any plans or works by the Minister under this lease:
 - (i) is not a review or approval for any other purpose;

- (ii) is not a warranty that the plans or work comply with any Laws, are fit for their purpose, are current, accurate or otherwise in order; and
- (b) the lessee is responsible for obtaining any additional reviews, inspections or approvals of any plans or works from any relevant Authority or qualified contractor, tradesperson or professional to confirm they comply with any Laws, are fit for their purpose, are current, accurate or otherwise in order.

23.8 Minister Execution

Where the signatory to this lease is the Minister or a delegate of the Minister, the lessee may not require evidence of the authority to sign, including the appointment of, or delegation to, the Minister or delegate.

23.9 Electronic Execution, Counterpart and Exchange

This lease may be executed in any number of counterparts, each of which is deemed an original and legally binding document, and all of which together constitutes a single instrument. For the purposes of electronic execution and exchange of this lease such execution can take place via DocuSign or AdobeSign whilst witnessed via audio visual link (whether that be through Microsoft Teams, Skype, FaceTime or Zoom or similar). Where execution takes place in this form the lessee and the Minister agree that such execution is legally binding and enforceable in accordance with the *Electronic Transactions Act 2000* (NSW). A party who has executed a counterpart of this lease may exchange it with another party by emailing a PDF (portable document format) copy of the executed counterpart to that other party.

23.10 Disclosure of Information

To the extent permitted by Law, the lessee acknowledges that the Minister may disclose items of the lessee's personal information to a debt collector (including without limitation, Revenue NSW) for the purposes of collecting any overdue amounts payable by the lessee under this lease. The information that may be disclosed for the purposes of this clause includes, without limitation, identifying information about the lessee, information about overdue payments and information in respect of court judgments and bankruptcy orders in relation to the lessee.

23.11 No Waiver

- (a) A provision or a right created under this lease may not be waived or varied except in writing signed by the party to be bound.
- (b) The Minister's failure to take advantage of any default or breach of covenant on the lessee's part will not be construed as a waiver of it, nor will any custom or practice which may grow between any of the parties in the course of administering this lease be construed to waive or to lessen the right of the Minister to insist upon the timely performance or observance by the lessee of any covenant or condition of this lease or to exercise any rights given to the Minister in respect of any such default.

- (c) A waiver by the Minister of a particular breach or default will not be deemed to be a waiver of the same or any other subsequent breach or default.
- (d) The Minister's demand for, or subsequent acceptance of Rent or any other payment under this lease does not constitute a waiver of any previous breach by the lessee of any covenant or condition of this lease, other than the lessee's failure to make the particular payment or payments of Rent or other payment so accepted, regardless of the Minister's knowledge of any previous breach at the time of acceptance of such Rent or other payment.
- (e) Money tendered by the lessee and accepted by the Minister may be applied to any outstanding debts in relation to the lessee's obligations under this lease in the manner the Minister decides.

23.12 Minister may Rectify

The Minister may remedy at any time, with prior written notice, any breach of this lease by the lessee as the lessee's agent and at the lessee's risk. The lessee must pay on demand all reasonable costs incurred by the Minister in remedying any breach of this lease by the lessee.

23.13 Lessee's Obligation to Continue to Pay Rent

If, upon determination of this lease, the lessee has not performed and observed all of the lessee's obligations under this lease, the lessee must continue to pay the Rent and all other money payable under this lease until the lessee has performed and observed all of the lessee's obligations to the satisfaction of the Minister or the failure has been rectified by the Minister.

24 SERVICES AND EXPENSES

24.1 Payment of Services

- (a) The lessee acknowledges that payment of any services in respect of the Premises is the lessee's sole responsibility, including any late payment fees, interest or penalties.
- (b) The lessee must arrange for all services to be invoiced directly to the lessee and paid by the due date specified on the invoice.

24.2 Lease Costs and Cost of Consents and Litigation

The lessee must pay:

- (a) all registration fees and stamp duty payable on this lease.
- (b) the Minister's reasonable Costs (including reasonable legal costs, stamp duty and disbursements) in relation to any assignment, transfer, sublease, breach or default by the lessee or any Invitees under this lease, and the exercise of any right, power or remedy of the Minister under this lease, in law or in equity.
- (c) the Minister's reasonable expenses, including reasonable legal costs and disbursements and consultant's charges incurred in relation to:

- (i) any consent or approval sought by the lessee, whether or not the consent or approval is granted, including a consent to assign the lease;
- (ii) any request by the lessee which includes the surrender of this lease; and
- (iii) any litigation or dispute resolution procedure involving the Minister commenced by or against the lessee in which no judgement or order is recorded against the Minister.

25 USE OF PREMISES

25.1 No Warranty as to Use

The Minister does not warrant (either presently or in the future) that the Premises is suitable for or may be used for the Permitted Use or any purpose. The lessee accepts this lease with the full knowledge of and subject to any prohibitions or restrictions on the use of the Premises from time to time under any Law or Requirement.

25.2 Restrictions on Use

The lessee must not and must not permit any Invitees to:

- (a) use the Premises for any activity that is dangerous, noxious or illegal or that may become a nuisance for any neighbouring property;
- (b) do anything to contaminate, pollute or increase toxicity in the Premises or the environment; or
- (c) do or permit any person to do any act, matter or thing which results in nuisance, damage or disturbance to owners or occupiers of adjoining or neighbouring lands or building.

26 HOLDER'S OBLIGATIONS

26.1 General Obligations

The lessee must comply and ensure any Invitees:

- (a) comply with all Laws and Requirements from any Authority relating to the use or occupation of the Premises;
- (b) obtain the consents or licences needed;
- (c) comply with any conditions of consent; and
- (d) keep current any Approvals, consents, licences or registrations needed for the lessee's use of the Premises.

26.2 Title

- (a) The lessee must at all times observe and perform the restrictions, stipulations, reservations, easements (including those granted or permitted pursuant to clause 30.3) and covenants referred to in the folio of the register for the Minister as if the lessee were the registered proprietor of the Land.
- (b) The lessee acknowledges that the lessee is bound by the terms of any easements and covenants referred to in clause 26.2(a), and any lease, licence, or other right of occupation granted by the Minister in respect of the Premises, to which this lease is subject or which is concurrent to this lease.
- (c) In addition to any other indemnity and release in this lease, the lessee further acknowledges that the lessee indemnifies and releases the Minister against, any Claim brought against, or Loss incurred by the Minister arising from the lessee's or any Invitees' use or obligations in respect to any easement benefitting or burdening the Premises.
- (d) The lessee acknowledges and agrees that no fences can be erected that may impede the use of a reservation.

26.3 Aboriginal objects and Artefacts

The lessee acknowledges and agrees that:

- (a) unless authorised to do so by a permit under Part 6, Division 2 *Aboriginal heritage impact permits* of the *National Parks and Wildlife Act 1974* (NSW) and subject to observance and compliance with any conditions imposed on the grant of such permit or consent, the lessee must not knowingly disturb, destroy, deface or damage any Aboriginal object or place or other item of archaeological significance on the Land, and must take every precaution in drilling, excavating or carrying out of other operations or works against any such disturbance, destruction, defacement or damage;
- (b) upon becoming aware of any Aboriginal object or place or other item of archaeological significance on the Land, the lessee will notify within 24 hours the relevant secretary responsible to the Minister administering the *National Parks and Wildlife Act 1974* (NSW) of the existence of such relic, place or item;
- (c) the lessee must not continue any operations or works on the Land likely to interfere with or disturb any Aboriginal object, place or other item of archaeological significance without the approval of the Secretary responsible to the Minister administering the *National Parks and Wildlife Act 1974* (NSW) and the lessee must observe and comply with all reasonable requirements of the Secretary in relation to the carrying out of the operations or works;
- (d) all fossils, artefacts, coins, articles of value, articles of antiquity, structure and other remains or things of geological historical or archaeological interest (Artefacts) discovered in or under the surface of the Land will as between the lessee and the Minister be deemed to be the absolute property of the Minister, held by the Minister on trust for and on behalf of the Crown; and

- (e) the Minister shall be authorised by the lessee to take every precaution to prevent the Artefacts being removed or damaged. The lessee must immediately upon discovery of the Artefacts notify the Minister of such discovery and carry out at the lessee's reasonable expense the Minister's orders as to the delivery up of or disposal of the Artefacts.

26.4 Roads, Tracks and Reserves

The lessee must not obstruct or interfere with any roads, tracks, or reserves on the Land existing at the date of this lease or subsequently created under a Law or the use of them by any person.

26.5 Local Amenity

The lessee must take all reasonable steps (having consideration to the natural landscape of the Land) to prevent noise, vibration, fumes, smoke, vapour, steam, soot, ash, wastewater, storm water runoff, waste products, grit or oil interfering with the amenity of the locality comprising the Premises and surrounding area.

26.6 Flood Damage

The lessee must conduct the lessee's operations and works on the Premises in such a manner to prevent any risk of danger, injury or damage from floods or storms and must observe and perform any directions given by the Minister with a view to minimising or preventing any flood or storm damage.

26.7 Blasting

The lessee or any Invitees must not use any explosives on the Premises without the prior written consent of the Minister and subject to such conditions as the Minister may determine in their absolute discretion.

26.8 Vehicle Access

- (a) The lessee acknowledges the geology and landscape of the Premises and the existence of subterranean cavities and agrees that:
 - (i) there may be service conduits located in and around the Premises;
 - (ii) the Minister does not make any warranties or representations regarding:
 - (A) the location of any service conduits in or around the Premises; or
 - (B) the load bearing capacity of any part of the Premises;
 - (iii) the lessee is responsible for the lessee's and any Invitees vehicular access to and from the Premises at the lessee's own risk;
 - (iv) vehicular access may cause instability to the Premises;
 - (v) the lessee is liable for and must indemnify and release the Minister from any Loss incurred by the Minister arising from any Claims arising from the lessee and any Invitees' use of vehicles on the Premises.

- (b) Nothing in this clause is intended to legitimise the use of unregistered or uninsured vehicles on the Premises.

26.9 Land Management Matters

The lessee must at the lessee's Cost:

- (a) undertake all works reasonably necessary (to the extent that it is practical to do so and taking into consideration the natural landscape of the Land) to prevent soil erosion arising from or contributed to by the lessee's use of the Premises.
- (b) take all reasonable steps to maintain and the keep the Premises free and clean of pests, weeds, insects, vermin, birds and animals only to the extent they are declared noxious.

27 WORKS

27.1 Approvals

The lessee acknowledges and agrees that:

- (a) the lessee is responsible for obtaining any relevant Approvals from any relevant Authority prior to undertaking any Works to the Premises and ensuring that all Works are compliant with all Laws and Requirements;
- (b) if the Works are any other Works which are not defined in Schedule 3, Part 3, Division 5, Clause 31 of the Crown Land Management Act, then the lessee must also obtain the written consent of the Minister prior to undertaking those Works (including, where relevant, landowners consent to lodgement of a development application); and
- (c) where the Minister's consent is required to undertake any Works, such consent is not deemed an Approval by an Authority or a warranty by the Minister that those Works are compliant with all Laws and Requirements.

27.2 Carrying out of Works

- (a) If the Minister approves any Works, the lessee must ensure that all Works are carried out:
 - (i) in accordance with any plans and specifications approved by the Minister (if required);
 - (ii) at the lessee's Cost;
 - (iii) in a good and workmanlike manner; and
 - (iv) in compliance with all Approvals, Laws and Requirements.
- (b) in carrying out any Works, the lessee must at the lessee's Cost:

- (i) comply with all Environmental Protection Legislation and any permit, Approval, authority or licence issued pursuant to such Legislation;
- (ii) keep the Premises and any permanent or temporary buildings or structures on it reasonably clean and tidy;
- (iii) endeavour to minimise inconvenience to adjacent occupiers of land;
- (iv) regularly remove from the Premises all waste, rubbish, and debris, wrappings, containers and residue materials which result from any Works;
- (v) properly supervise the activities of the lessee's consultants and sub-contractors (if engaged); and
- (vi) ensure that any consultants and sub-contractors (if engaged) comply with the lessee's obligations under this lease; except as required by any Approval or as may be reasonably necessary to properly conduct the Works, take all reasonable measures to protect the Premises and repair and make good any damage caused to the Premises.

27.3 Insurance for Works

- (a) Prior to commencing any Works and at all times until they are completed, the lessee is responsible for and ensuring that any builder or other contractor engaged (if engaged), keeps current insurance policies covering:
 - (i) contractors' risk in respect of the Works and any damage to the Premises for the full replacement value (including demolition and removal of debris);
 - (ii) public risk in respect of the Works for at least \$20,000,000 for each incident or event or for such higher amount as the Minister may reasonably require; and
 - (iii) workers' compensation insurance for each person who is or may be engaged in construction.
- (b) All insurance policies required to be taken out under this clause 27.3 must:
 - (i) be held with an insurer authorised by the Australian Prudential Regulation Authority under section 12 of the Insurance Act 1973 (Cth) to conduct new or renewal insurance business in Australia;
 - (ii) be for such amounts and cover such risks as are reasonably required by the Minister and contain such conditions as are reasonably acceptable to the Minister;
 - (iii) have no exclusions, endorsements or alterations added to the insurance during the Term unless consented to by the Minister;
 - (iv) be held and kept current throughout the Term of the lease;

- (v) have endorsed upon them all relevant rights and interests of the Minister and any mortgagee of the Premises; and
- (vi) are on an occurrence, not a claim made, basis.

27.4 Principal Contractor

The Minister appoints the lessee, and the lessee accepts the appointment, as principal contractor for the purposes of the Work Health and Safety Act 2011 (NSW). The Minister accepts that the lessee may, to the extent permitted by Law, appoint and require a building contractor to comply with the Work, Health and Safety requirements under the Work Health and Safety Act 2011 (NSW) and its regulation.

27.5 Maintenance of Records

The lessee is responsible for maintaining the lessee's own records which are relevant to the construction of the Works, including any plans, drawings, reports, applications to and consents from any Authority, licences and certificates. The lessee must make these records available to the Minister if requested.

27.6 Indemnity and Release

- (a) In this clause 27.6 "the Minister" includes the Minister and the employees, agents or contractors of the Minister.
- (b) Without limiting any other release in this lease, the lessee releases the Minister from any Claim for which the lessee is liable, or Loss incurred by the lessee that arises out of or in connection with any Works undertaken on or to the Premises.
- (c) Without limiting any other any other indemnity in this lease, the lessee indemnifies the Minister against all Claims for Loss, injury or death in connection with or as a consequence of activities undertaken on the Premises by the lessee, or any Invitees as a result of any Works undertaken on or to the Premises.
- (d) The release referred to in clause 27.6(b) and the indemnity referred to in clause 27.6(a) do not apply to the extent that the Loss, liability, injury or death is caused by the wilful negligence of the Minister.

28 ENVIRONMENTAL OBLIGATIONS

28.1 Lessee's inspection prior to Commencing Date

The lessee acknowledges and agrees that:

- (a) prior to the Commencing Date the lessee had access to the Premises and an opportunity to investigate the environmental aspects of the Premises; and
- (b) the Minister does not warrant or represent that the Premises is free from Contamination or Hazardous Building Materials.

28.2 No Contamination or Pollution

The lessee must not cause, exacerbate or permit any Pollution or Contamination of the Premises or the surrounding environment.

28.3 Comply with Environmental Protection Legislation

- (a) The lessee must comply with all Environmental Protection Legislation and any permit, approval, authority or licence issued pursuant to such Environmental Protection Legislation.
- (b) The lessee must comply with every Environmental Notice issued during the Term in respect of the Premises and ensure that copies are provided to the Minister as soon as practicable after receiving them from the relevant Authority.

28.4 Notification of Pollution

In the event of a Pollution Incident or a breach or potential breach of Environmental Protection Legislation or an Environmental Notice relating to Pollution, the lessee must:

- (a) where the Pollution Incident causes or threatens Material Harm to the Environment, immediately notify the required Authorities in accordance with the Environmental Protection Legislation, and then notify the Minister as soon as practicable; and
- (b) in all other situations, where the harm is not Material but in the reasonable opinion of the lessee is deemed substantial, the lessee must notify the Minister as soon as practicable.

28.5 Notification of Contamination

If the lessee becomes aware of Contamination on the Premises, whether or not that Contamination was caused by the lessee:

- (a) the lessee must notify the Minister as soon as practicable after becoming aware of the Contamination; and
- (b) the Minister will perform an assessment of the requirements to notify Contamination to the required Authorities in accordance with the Environmental Protection Legislation.

28.6 Responsibility for Contamination

The lessee is responsible for all Contamination on the Premises that the lessee causes, exacerbates or fails to prevent.

28.7 Remediation of Contamination

The lessee must perform Remediation of Contamination for which the lessee is responsible (as defined in clause 28.6) and any other reasonable requirements of

the Minister to deal with that Contamination.

28.8 Indemnity and Release

- (a) In this clause 28.8 “the Minister” includes the Minister and the employees, agents or contractors of the Minister.
- (b) In addition to any other indemnity and release in this lease, the lessee releases the Minister from any Claim for which the lessee is liable, or Loss incurred by the lessee that arises out of or in connection with any Contamination or Pollution of the Premises.
- (c) In addition to any other indemnity in this lease, the lessee indemnifies the Minister against all Claims for Loss, injury or death in connection with or as a consequence of activities undertaken on the Premises by the lessee, or any Invitees, that result in Contamination or Pollution of the Premises or the surrounding environment or a breach of this clause 28.
- (d) The release referred to in clause 28.8(c) and the indemnity referred to in clause 28.8(d) do not apply to the extent that the Loss, liability, injury or death is caused by the wilful negligence of the Minister.

28.9 No Hazardous Chemicals

The lessee must not use or store any Hazardous Chemicals in or around the Premises other than those directly required for the Permitted Use except with the written consent of the Minister.

28.10 Hazardous Building Materials

The lessee acknowledges and agrees that the lessee:

- (a) must rely on the lessee’s own enquires and inspections regarding Hazardous Building Material on or forming part of the Premises;
- (b) is responsible for the management of any Hazardous Building Materials on or forming part of the Premises; and
- (c) releases the Minister from any liability as to the presence of any Hazardous Building Materials on or forming part of the Premises.

29 STRUCTURAL AND CAPITAL WORKS AND WORKS NOTICE

29.1 Acknowledgement regarding structural and capital works

The lessee acknowledges that the Minister is not responsible or liable for any structural repair, maintenance or replacement of any part of the Premises, or any capital expenditure in respect of the Improvements, and that the lessee is wholly responsible and liable in respect of those matters.

29.2 Notice to Carry Out Work

- (a) The Minister may give the lessee a notice (**Works Notice**) requiring the lessee to carry out any work on or to the Premises or to the Fixtures that is necessary to ensure the lessee's obligations under this lease are satisfied.
- (b) Where the Minister seeks to enforce its rights under clause 29.2(a), the Minister must provide twenty-five (25) Business Days' notice in writing to the lessee setting out the works to be undertaken by the lessee and a reasonable period to comply with the Works Notice (after 25 Business Days' notice) having regard to the nature of the works required to be undertaken by the lessee.
- (c) The lessee must, at the lessee's own Cost, promptly comply with each Works Notice.
- (d) Where the lessee disputes the Works Notice, such dispute is to be determined by an appropriate independent person who is:
 - (i) agreed between the Minister and the lessee and appointed jointly by them; or
 - (ii) if they cannot agree, a member of a relevant professional body nominated (at the request of either the Minister or the lessee) by the Property Council of Australia (from the division located in New South Wales).
- (e) The appointed person must act as an expert and not as an arbitrator and the determination is final and binding on the parties.

30 QUIET ENJOYMENT AND LANDLORD GENERAL RIGHTS

30.1 Quiet Enjoyment

The lessee may use and occupy the Premises during the Term without interference by or through the Minister, subject to the Minister's rights reserved under this lease.

30.2 Minister's rights to remedy defaults

- (a) If the lessee fails to comply with an obligation under this lease, the Minister may comply with that obligation as if the Minister were the lessee and recover the Cost of complying with that obligation from the lessee. This clause does not affect the Minister's other rights and remedies.
- (b) Prior to the Minister exercising this right in clause 30.2(a) (except in the case of an emergency or perceived emergency where the Minister will use its reasonable endeavours to notify the lessee), the Minister will provide the lessee with written notice specifying the default, and requiring the lessee to remedy the default within a reasonable period to be specified in the notice, having regard to the nature, extent, duration, impact and any recurrence of the default.
- (c) The Minister may with written notice, enter and remain on the Premises to do or effect anything referred to in clause 30.2(a) and the lessee must pay to the Minister the Minister's reasonable costs and expenses incurred or paid in doing or effecting that thing.

30.3 Subdivision, Easements and Other Rights

- (a) The Minister may subdivide the Land in any configuration alone or together with any other land adjoining the Land and may grant, transfer or create any space, easement, licence or other right or restrictions benefitting or burdening the Land or dedicate any part of the Land in favour of any person, any nearby land or any Authority for any purpose including access, support or services, if required by any Laws or in the case of emergencies.
- (b) The lessee must, at the request of the Minister, provide any consent or sign any document reasonably required by the Minister to give effect to any right or arrangement granted or entered into by the Minister under clause 30.3(a).
- (c) This lease will be interpreted as being subject to any such right or arrangement granted or entered into by the Minister under clause 30.3(a).

30.4 Resumption or Acquisition

If the Land or any part of it is resumed or acquired by any Authority, the lease of the Premises forfeits on the date on which the Authority requires vacant possession. The Minister is not liable to pay the lessee any compensation in this case. If only part of the Land is resumed or acquired then a new lease may be entered into on similar terms to this lease for the remaining part of the Land subject to consent of the parties and any relevant consent of the Minister.

31 CHANGE OF CONTROL

- (a) Where the lessee is a corporation (other than a listed public company), a change in shareholding (including any variation in the beneficial ownership of the shares) of the lessee or the lessee's holding company (unless the holding company is a listed public company) that gives Control to a different person or group of persons will be deemed to be an assignment of this lease with

the proposed new shareholders, beneficial owners or management treated as the proposed new tenant and the lessee must obtain the Minister's prior written consent which is subject to satisfaction of the following conditions:

- (i) the lessee must not be in breach of this lease;
 - (ii) the new tenant's proposed occupation would involve no higher security risk or loss of amenity within the Premises than the lessee's occupation;
 - (iii) the proposed new tenant signs any documentation reasonably required by the Minister which includes provisions that the incoming tenant will comply with all of the lessee's obligations under this lease on and from the date of assignment;
 - (iv) the lessee pays to the Minister, upon written notice, the Minister's reasonable costs (including legal costs) and disbursements of and incidental to any proposed dealing the lessee; and
 - (v) the proposed new tenant complies with any other conditions of consent required by the Minister acting reasonably.
- (b) Where the lessee is a trustee other than a trustee of a unit trust listed on an Australian Stock Exchange, any change in the beneficiaries of the trust, the appointer or other similar position effectively altering the control of the trust to a different person or group of persons will be deemed to be an assignment of this lease with the proposed new beneficiaries, appointer or other person treated as the proposed new tenant and the lessee must obtain the Minister's prior written consent which is subject to satisfaction of the following conditions:
- (i) the lessee must not be in breach of this lease;
 - (ii) the new tenant's proposed occupation would involve no higher security risk or loss of amenity within the Premises than the lessee's occupation;
 - (iii) the proposed new tenant signs any documentation reasonably required by the Minister which includes provisions that the incoming tenant will comply with all of the lessee's obligations under this lease on and from the date of assignment;
 - (iv) the lessee pays to the Minister, upon written notice, the Minister's reasonable costs (including legal costs) and disbursements of and incidental to any proposed dealing the lessee; and
 - (v) the proposed new tenant complies with any other conditions of consent required by the Minister acting reasonably.

32 CHANGE OF MINISTER

If the Minister transfers its interest in the Land or grants a concurrent lease over the Land:

- (a) the lessee must within 21 days from the Minister's request:
 - (i) enter into any documents the Minister may reasonably require to enable the transferee or landlord in its name to enforce the benefit of the lessee's obligations under this lease; and
 - (ii) vary this lease to include the trust or other limitation of liability clause required by the transferee or Minister.
- (b) On transfer of the Land, the Minister will be released from its obligations arising after it ceases to be Minister.

33 DAMAGE OR DESTRUCTION

33.1 Obligation to reinstate

- (a) If the Premises or the Fixtures are destroyed or damaged at any time during the Term so that they are unfit or substantially unfit for the lessee to use or are inaccessible or substantially inaccessible, the lessee may elect to either:
 - (i) within a reasonable period of time having regard to the nature and extent of the damage or destruction;
 - (A) promptly reinstate, rebuild or repair the Premises and the Fixtures to nearly as possible the design immediately prior to the damage or destruction (or such other different design as the Minister may reasonably approve) and to at least the standard they were required to be in prior to the damage or destruction, with such modification as approved by the Minister, acting reasonably; and
 - (B) obtain all necessary Approvals for undertaking and completing the Works, or
 - (ii) at the lessee's written request surrender the lease back to the Minister for no consideration, in which case the lease will be at an end and each party releases the other from their obligations under this lease except Claims and Losses arising from a prior breach of this lease which continue unless otherwise agreed in writing by the parties.
- (b) Where the lessee elects to reinstate the Premises in accordance with clause 33.1(a)(i) the lessee must:
 - (i) continue to pay all payments under this lease for the period during which the Premises is unfit or substantially unfit for the lessee to use or are inaccessible or substantially inaccessible, unless and to the extent any damage or destruction is caused by the Minister, its employees, agents or contractors.

- (ii) having regard to the extent of damage or destruction, continue to perform and comply with the lessee's obligations under this lease.
- (c) For the avoidance of doubt, nothing in this lease obligates the Minister to reinstate the Premises or the means of access to the Premises on behalf of the lessee.

34 NO CAVEAT

The lessee must not lodge a caveat on any title to the Land or allow a caveat lodged by a person claiming through the lessee to be lodged against or remain on any title to the Land.

35 ABORIGINAL LAND RIGHTS

35.1 Aboriginal Land Rights

The Minister discloses and the lessee acknowledges and agrees that:

- (a) the Land may currently or in the future be or become subject to a claim under the *Aboriginal Land Rights Act 1983* (NSW) (**ALR Act**) by the New South Wales Aboriginal Land Council or a Local Aboriginal Land Council or both as tenants in common (**Aboriginal Land Council**);
- (b) if the Land or any part of it is transferred to an Aboriginal Land Council, pursuant to a claim under the ALR Act, the lease of the Land or the relevant part forfeits on the date of the transfer except as provided in clause 35.5;
- (c) the lessee is not entitled to bring any Claim against the Minister in connection with any claim under the ALR Act in respect of the Land or any transfer of the Land or any part of it pursuant to the ALR Act to an Aboriginal Land Council and the forfeiture of the lease or the relevant part;
- (d) the Minister may exercise its rights under clause 35.1(b) at any time during the Term;
- (e) the lessee must execute all documents and provide all necessary consents required by the Minister to have the lease and any associated dealings removed from the certificate of title for the Land within 10 Business Days of a written request to do so;
- (f) if the lessee fails to comply with clause 35.1(e) the lessee irrevocably appoints the Minister as its attorney for the purpose of giving its consent or executing any documents to remove the lease and any associated encumbrance from the certificate of title for the Land; and
- (g) the lessee indemnifies the Minister against any Claim brought by an Aboriginal Land Council in respect to any delay in transferring the Land brought by the lessee's failure to comply with its obligations under this clause 35.1.

35.2 Appointment of Minister as attorney

- (a) The lessee irrevocably appoints:
 - (i) the Minister;
 - (ii) the Minister's legal representative; and
 - (iii) the Minister's attorney,as its attorney. This appointment will survive the termination of this lease.
- (b) The Minister may:
 - (i) appoint a substitute attorney or revoke the appointment of any attorney; and/or
 - (ii) register this power of attorney.

35.3 Power of the attorney

Each attorney may sign:

- (a) a withdrawal of caveat (if any) lodged by the lessee over the title to the Land;
- (b) any instrument or document which the lessee is required sign under this lease;
- (c) any other instrument; and/or
- (d) a deed of surrender.

35.4 Conditions on exercising the power of attorney

- (a) The Minister agrees and acknowledges that the Minister may only exercise this power under clause 35.3, in the event that the Minister has terminated this lease under clause 35.1.
- (b) The lessee hereby consents and approves anything done by the attorney in accordance with the power of attorney granted under this clause 35.

35.5 Transfer upon grant of Aboriginal Land Agreement

- (a) Notwithstanding any other provision of this lease, the lessee acknowledges, agrees to and approves of the transfer of the Minister's interest in this lease without any further notice in the event that an Aboriginal Land Agreement, within the meaning of section 36AA(1) of the ALR Act, affecting the Land or part thereof, provides for the transfer of this lease.
- (b) Except as may be expressly provided for in this lease the lessee acknowledges and agrees that the lessee will not be entitled to any compensation Costs or damages in respect of the transfer of the Minister's interest in this lease by operation of this clause.

- (c) The lessee agrees that the date of transfer under this clause 35.5 is the date provided for in the Aboriginal Land Agreement, or, if it is not so provided, the date the Aboriginal Land Agreement is entered into.
- (d) The lessee agrees that this clause 35.5 constitutes an approval by the lessee of the transfer for the purposes of section 36AA(11) of the ALR Act.
- (e) The Minister may give notice to the lessee of the transfer of the Minister's interest in this lease under this clause but is not required to do so.

36 RISK WARNING

The lessee acknowledges that:

- (a) The Premises was constructed by persons unknown to the Minister on an unknown date prior to there being any legal requirement for occupants to obtain approval from the Minister or any other NSW Government agency or local government body;
- (b) The Minister does not hold any records of any approval for construction or development of the Premises and is unable to provide any guarantee or warranty as to their structural integrity or safety, or for any hazards or risks associated with the Premises; and
- (c) If the lessee wishes to proceed with the lease the lessee will need to arrange any inspection of the Premises before signing this lease.

CROWN LAND MANAGEMENT ACT 2016
NOTICE - CROWN LAND TO BE USED OR OCCUPIED FOR OTHER PURPOSE UNDER S 2.18(2)(b)

Pursuant to section 2.18(2)(b) of the Crown Land Management Act 2016, the Crown land specified in Column 2 of the following Schedule is proposed to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the following Schedule.

The Hon. Stephen Kamper MP
Minister for Lands and Property

Column 1

Marina (relevant interest - RX 467866)
Office Space (relevant interest - RX 467866)
Boardwalk (relevant interest - RX 467866)
Amenities Building (relevant interest - RX 467866)
Effluent Disposal System (relevant interest - RX 467866)
Dredging (relevant interest - RX 467866)
Retail (relevant interest - RX 467866)
Restaurant (relevant interest - RX 467866)
Commercial Office And Workshop (relevant interest - RX 467866)
Storage Area (relevant interest - RX 467866)
Parking (relevant interest - RX 467866)

Schedule

Column 2

Reserve No. 1012190
Public Purpose: Access And Public Requirements, Tourism Purposes
And Environmental And Heritage Conservation
Notified: 25-Aug-2006
File Reference: R1012190/PURP007/001

Reserve No. 140101
Public Purpose: Port Facilities And Services, Government Purposes
Notified: 28-Jun-1996
File Reference: R140101/PURP003/001

COMMONS MANAGEMENT ACT 1989
APPOINTMENT OF ADMINISTRATOR TO MANAGE A COMMON TRUST

Pursuant to section 48, *Commons Management Act 1989*, the person specified in Column 1 of the Schedule hereunder is appointed as administrator for the term specified in that column, of the trust specified in Column 2 of the Schedule hereunder, which is trustee of the common specified in Column 3 of the Schedule hereunder.

The Hon. Stephen Kamper MP
Minister for Lands and Property

	Schedule	
Column 1 Leasa Hutchins	Column 2 Stuart Town Common Trust	Column 3 Reserve No. 16849 Purpose: Temporary Common Notified: 10-Dec-1892
For a term commencing the day of this notice and expiring 12 Months from the day of this notice		File Reference: APPTADMIN077/001

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF CROWN LAND MANAGER

Pursuant to clause 3.3 of Part 3 to the *Crown Land Management Act 2016*, the persons specified in Schedule 1 hereunder are appointed, for the terms of office specified in that Schedule, as Crown land manager of the land referred to in Schedule 2.

It is a condition of the appointment that the performance of duties as Crown land manager must be in compliance with the code of conduct adopted under section 440 of the *Local Government Act 1993*.

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule 1

Snowy Valleys Council (ABN: 53558891887)

For a term commencing the day of this notice

Schedule 2

Reserve No. R1041093
Reserve Purpose: Public Recreation, Community Purposes
Notified: The day of this Notice

File Reference: R1041093/NEW/001

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF CROWN LAND MANAGER

Pursuant to clause 3.3 of Part 3 to the *Crown Land Management Act 2016*, the persons specified in Schedule 1 hereunder are appointed, for the terms of office specified in that Schedule, as Crown land manager of the land referred to in Schedule 2.

It is a condition of the appointment that the employees, contractors, volunteers and board members of the appointed organisation specified in Column 1 must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: for non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time) when performing duties as Crown land manager.

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule 1

TOCUMWAL PRE SCHOOL KINDERGARTEN ASSOCIATION INCORPORATED

For a term commencing the day of this notice

Schedule 2

Reserve No. 90909
Reserve Purpose: Kindergarten
Notified: 23-Sep-1977

File Reference: R90909/MGT001/001

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule		
Column 1	Column 2	Column 3
Mr Mark Norman Cameron (re-appointment)	Carrathool Racecourse Land Manager	Reserve No. 37893 Purpose: Public Recreation Notified: 2-Jul-1904
Mrs Catherine Margaret Merrylees (re-appointment)		File Reference: SLM/APP978/001
Mr John Merrylees (re-appointment)		
For a term commencing 29-Nov-2024 and expiring 28-Nov-2029		

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule		
Column 1	Column 2	Column 3
Mr William Robert Holmes (re-appointment)	Calarie Recreation Reserve Land Manager	Reserve No. 1033408 Purpose: Public Recreation Notified: 4-Nov-2011
Miss Tara Shaw (re-appointment)		File Reference: SLM/APP1007/001
Miss Ann Naomi Nicholson (re-appointment)		
Mr Michael John Fisher (re-appointment)		
Ms Angela Annette Merritt (re-appointment)		
Mrs Brooke Holmes		
For a term commencing 1-Dec-2024 and expiring 30-Nov-2029		

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule		
Column 1	Column 2	Column 3
Mrs Beverly May Baker (re-appointment)	Mirrool Public Hall Land Manager	Reserve No. 50049 Purpose: Public Hall Extension Notified: 8-Jul-1914
Mrs Jennifer Ellen Fisher (re-appointment)		Reserve No. 48278 Purpose: Public Hall Notified: 6-Nov-1912
Mr Noel Fairman (re-appointment)		
For a term commencing date of this notice and expiring 21-Nov-2029		File Reference: SLM/APP944/001

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule		
Column 1	Column 2	Column 3
Mrs Sally Louise White (re-appointment)	Dundundra Falls (R65042) Reserve Land Manager	Reserve No. 65042 Purpose: Public Recreation Notified: 11-Jan-1935
Ms Nawal Silfani		
Mrs Glenda Margaret Spresser (re-appointment)		File Reference: SLM/APP975/001
Mrs Katie Jane Leonardi		
Ms Tracey Poulter (re-appointment)		
For a term commencing 22-Nov-2024 and expiring 21-Nov-2029		

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule		
Column 1	Column 2	Column 3
Mrs Lisa Anne Duryea (re-appointment)	Homebush Recreation Reserve Land Manager	Reserve No. 97957 Purpose: Public Recreation Notified: 18-Oct-1985
Ms Leeann Maree Camin (re-appointment)		File Reference: SLM/APP990/001
Mrs Morgan Anne Rasmus		
Sir Christopher Lee Camin (re-appointment)		
Mr Philip John Pippin (re-appointment)		
Mr Timothy Raymond O'Halloran (re-appointment)		
For a term commencing 1-Dec-2024 and expiring 30-Nov-2029		

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule		
Column 1	Column 2	Column 3
Mrs Diana Mary Izzard (re-appointment)	Braidwood Racecourse And Athletic Sportsground Reserve Land Manager	Reserve No. 530013 Purpose: Athletic Sports Ground Racecourse Notified: 20-Dec-1902
Mrs June Elizabeth Williams (re-appointment)		File Reference: SLM/APP950/001
For a term commencing date of this notice and expiring 21-Nov-2029		

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule		
Column 1	Column 2	Column 3
Ms Nawal Silfani (re-appointment)	Rose Bay (D500321) Reserve Land Manager	Reserve No. 500321 Purpose: War Memorial Notified: 18-Oct-1946
Mr Stuart Charles Hemmings (re-appointment)		File Reference: SLM/APP977/001
Miss Anja Morgan (re-appointment)		
Mr Fabio Zaccaria Alves		
Mr Peter Colin Westwood (re-appointment)		
Mr Gary Mark Inberg (re-appointment)		
Mr Michael John Saad (re-appointment)		

For a term commencing 28-Nov-2024 and
expiring 27-Nov-2029

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule		
Column 1	Column 2	Column 3
Mrs Diane Ensbey (re-appointment)	Lawrence Public Hall Reserve Land Manager	Reserve No. 1025868 Purpose: Community Purposes Notified: 5-Mar-2010
Ms Rebecca Mowbray (re-appointment)		File Reference: SLM/APP1073/001
Mrs Ellen Lorraine Moloney (re-appointment)		

For a term commencing 26-Feb-2025 and
expiring 25-Feb-2030

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule		
Column 1	Column 2	Column 3
Mr Michael John Doyle (re-appointment)	Tullakool Hall Land Manager	Reserve No. 97244 Purpose: Public Hall Notified: 1-Jun-1984
Mr John Michael Lolicato (re-appointment)		File Reference: SLM/APP1062/001
Mrs Dianne Patricia Doyle (re-appointment)		
The person for the time being holding the office of Tullakool Fire Brigade, Secretary (ex-officio member)		
For a term commencing 1-Feb-2025 and expiring 31-Jan-2030		

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule		
Column 1	Column 2	Column 3
Mr Peter John Raymond Hughes	Baldry Showground And Reserve Land Manager	Reserve No. 57571 Purpose: Racecourse Recreation Showground Notified: 7-Nov-1924
Mr Scottt William Gibson (re-appointment)		Reserve No. 97409 Purpose: Community Purposes Notified: 31-Aug-1984
Mr Darrell James Hodges (re-appointment)		File Reference: SLM/APP1006/001
Mr Andrew John Hughes (re-appointment)		
For a term commencing 29-Nov-2024 and expiring 28-Nov-2027		

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

<hr/> Schedule <hr/>		
Column 1	Column 2	Column 3
Mrs Jessica Rose Taylor (re-appointment)	Bugaldie War Memorial Site Land Manager	Reserve No. 520068 Purpose: War Memorial Notified: 8-Jun-1934
Mr Robert Charles Taylor (re-appointment)		File Reference: SLM/APP996/001
Ms Kristen Louise Kelly		
Mr David John Birdling		
Mrs Jocelyn Kay Canham (re-appointment)		
Mr Stephen John Coe (re-appointment)		
Ms Julianne Betty Thompson (re-appointment)		
For a term commencing 29-Nov-2024 and expiring 28-Nov-2029		

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule		
Column 1	Column 2	Column 3
Mrs Donna Louise Scott (re-appointment)	Coolac Recreation Reserve and Public Hall Land Manager	Reserve No. 47671 Purpose: Public Hall Notified: 27-Mar-1912
Mrs Carolyn Francis Harris (re-appointment)		Reserve No. 620029 Purpose: Public Recreation Notified: 13-Apr-1888
Mrs Frances Truesdale (re-appointment)		File Reference: SLM/APP1002/001
Mr Ian Truesdale (re-appointment)		
Mr Andrew Bruce Scott (re-appointment)		

For a term commencing 13-Dec-2024 and
expiring 12-Dec-2029

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule		
Column 1	Column 2	Column 3
Mr Neville Allan Murray (re-appointment)	Rileys Hill War Memorial Reserve Land Manager	Reserve No. 540088 Purpose: War Memorial (Hall Site) Addition Notified: 3-May-1957
Mr Daniel William Upston		Reserve No. 540085 Purpose: War Memorial (Hall Site) Notified: 8-Jun-1951
Mrs Teresa May Hemsley (re-appointment)		File Reference: SLM/APP979/001
For a term commencing the date of this notice and expiring 21-Nov-2029		

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

	<hr/> Schedule	
Column 1	Column 2	Column 3
Miss Mikayla Olivia Argus-Anderson (re-appointment)	Gumly Gumly Recreation Reserve Land Manager	Reserve No. 80531 Purpose: Public Recreation Notified: 3-Apr-1958
Mr Kyle William Raymond Cross		
Mr Jackson Donald Argus		File Reference: SLM/APP987/001
Mrs Martha Ann Lamprey (re-appointment)		
Ms Trevlyn Donna Noble (re-appointment)		
Mr Eric Thomas Michelmore		
Ms Donna Lorraine Argus (re-appointment)		
For a term commencing 1-Dec-2024 and expiring 30-Nov-2029		

**CROWN LAND MANAGEMENT ACT 2016
RESERVE OF CROWN LAND**

Pursuant to section 2.8 of the *Crown Land Management Act 2016*, the Crown land specified in Column 1 of the following Schedule is reserved for the purpose(s) as specified opposite in Column 2 of the Schedule.

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule

Column 1

Land District: Tumut
Local Government Area: Snowy Valleys
Locality: Tumut

Whole Lots: Lots 1 Section 81 DP 759004 Parish Tumut County
Wynyard

Area: about 1,618.6 square metres
File Reference: R1041093/NEW/001

Notes: Does not revoke underlying reserves

Column 2

Reserve No. 1041093
Purpose: Public Recreation, Community Purposes

CROWN LAND MANAGEMENT ACT 2016
DISSOLUTION OF STATUTORY LAND MANAGER

Pursuant to clause 34(1) of Schedule 5 to the *Crown Land Management Act 2016*, the statutory land manager specified in Column 1 of the Schedule hereunder is dissolved by this Act.

All assets, rights and liabilities of the dissolved statutory land manager are transferred to Carrathool Shire Council.

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule

Column 1

Goolgowi Sports Ground Land Manager

Crown Land Management Act 2016

Appointment of Statutory Land Manager Board Members

ERRATUM

In the notice published in the NSW Government Gazette No 450 of 15 November 2024, page 8 NSWGG-2024-450-5, the words 'For a term commencing date of this notice and expiring 31-Oct-2029' are replaced with 'For a term commencing 15-Nov-2024 and expiring 14-Nov-2029'. This notice corrects that error.

The gazettal date remains 15 November 2024.

The Hon. Stephen Kamper MP
Minister for Lands and Property

CROWN LAND MANAGEMENT ACT 2016
REVOCATION OF APPOINTMENT OF CROWN LAND MANAGER

Pursuant to section 3.10 (1) of the *Crown Land Management Act 2016*, the appointment of the person specified in Column 1 of the Schedule hereunder, as Crown land manager of the land, or part(s) of the land, specified opposite thereto in Column 2 of the Schedule, is revoked.

The Hon. Stephen Kamper MP
Minister for Lands and Property

Column 1	Schedule	Column 2
Crown Land Manager: Berrigan Shire Council Reserve No. 90909 Purpose: Kindergarten Notified: 23-Sep-1977 File Reference: R90909/MGT001/001		The whole being Whole Lots: Lots 3, 6 Section 21 DP 758981 Parish Tocumwal County Denison Area: about 2,015.4 square metres

CROWN LAND MANAGEMENT ACT 2016
REVOCATION OF RESERVATION OF CROWN LAND

Pursuant to Section 2.11 of the *Crown Land Management Act 2016*, the reservation of Crown land specified in Column 1 of the Schedule hereunder is revoked to the extent specified in Column 2 of the Schedule hereunder.

The Hon. Stephen Kamper, MP
Minister for Lands and Property

Schedule

Column 1

Reserve No: 1245
Land District: Hillston North
Local Government Area: Carrathool
Locality: Hillston

Public Purpose: Travelling Stock
Notified: 18 July 1877
File Reference: WLL809-3#02

Column 2

The parts of reserve 1245 within
Lot 4709 DP 767873.
Parish Marowie County Franklin.
Area: about 167 ha

The part of reserve 1245 within
Lot 1 DP 1111622.
Parish Wyadra County Franklin.
Area: about 270 ha

The part of reserve 1245 being the whole
of Lot 5075 DP 46616.
Parish Wyadra County Franklin.
Area: about 45.6 ha

These parts co-exist with Western Lands
Leases 12036 and 13827

Schedule

Column 1

Reserve No: 1434
Land District: Hillston North
Local Government Area: Carrathool
Locality: Hillston

Public Purpose: Travelling Stock
Notified: 19 August 1878
File Reference: WLL809-3#02

Column 2

The part of reserve 1434 within
Lot 1 DP 1111622.
Parish Wyadra County Franklin.
Area: about 125 ha

This part co-exists with Western Lands
Lease 13827

Schedule

Column 1

Reserve No: 1547
Land District: Hillston North
Local Government Area: Carrathool
Locality: Hillston

Public Purpose: Travelling Stock
Notified: 24 February 1879
File Reference: WLL809-3#02

Column 2

The part of reserve 1547 within
Lot 1301 DP 763023.
Parish Marowie County Franklin.
Area: about 44.7 ha

The part of reserve 1547 within
Lot 4545 DP 767651.
Parish Nellywanna County Franklin.
Area: about 340 ha

These parts co-exist with Western Lands
Leases 3497 and 11667

Schedule

Column 1

Reserve No: 91264
Land District: Hillston North
Local Government Area: Carrathool
Locality: Hillston

Public Purpose: Travelling Stock
Notified: 22 September 1978
File Reference: WLL809-3#02

Column 2

The part of reserve 91264 within
Lot 4545 DP 767651.
Parish Nellywanna County Franklin.
Area: about 182 ha

This part co-exists with Western Lands
Lease 11667

CROWN LAND MANAGEMENT ACT 2016
REVOCATION OF RESERVATION OF CROWN LAND

Pursuant to Section 2.11 of the *Crown Land Management Act 2016*, part of the reservation of Crown land specified in Column 1 of the Schedule hereunder is revoked to the extent specified in Column 2 of the Schedule hereunder.

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule

Column 1

Reserve No. 17085
Land District: Wyalong
Local Government Area: Bland
Locality: Lake Cowal

Public Purpose: Travelling Stock
Notified: 14 January 1893
File Reference: 17/05167
Addition: 16 April 2004
File Reference: OE83R116

Column 2

The part reserve being:
Lot: Lot 6 DP 1309192 (formerly part of Lot 100 DP
1059150)
Parish: Corringale
County: Gipps
Area: 45.94 ha

CROWN LAND MANAGEMENT ACT 2016
TRANSFER OF ASSETS, RIGHTS AND LIABILITIES - END OF CROWN LAND MANAGER APPOINTMENT

Pursuant to Division 3.2 Section 3.12 (3) of the *Crown Land Management Act 2016*, the appointment of the Crown land manager specified in Column 1 of Schedule 1 over the land specified in Column 2 of Schedule 1 is ending. The assets, rights and liabilities specified in Column 1 of Schedule 2 transfer to the person(s) specified in Column 2 of Schedule 2 on the date that person(s) is appointed as Crown land manager of the land specified in Column 2 of Schedule 1.

The Hon. Stephen Kamper MP
Minister for Lands and Property

Column 1	Schedule 1	Column 2
Berrigan Shire Council		Reserve No. 90909 Lot/DP: Purpose: Kindergarten Notified: 23-Sep-1977 File Reference: R90909/MGT001/001
Column 1	Schedule 2	Column 2
All maintenance equipment, improvements, financial documents and management documentation		TOCUMWAL PRE SCHOOL KINDERGARTEN ASSOCIATION INCORPORATED

ROADS ACT 1993

ORDER

Transfer of Crown Road to a Council

In pursuance of the provisions of Section 152I of the *Roads Act 1993*, the Crown road specified in Schedule 1 is transferred to the roads authority specified in Schedule 2 hereunder as from the date of publication of this notice and as from that date the road specified in Schedule 1 ceases to be a Crown road.

The Hon. Stephen Kamper MP
Minister for Lands and Water

SCHEDULE 1

Parish: Condong
County: Rous
Land District: Murwillumbah
LGA: Tweed

DESCRIPTION: Crown public road commencing at the western boundary of Lot 1 DP 251365 and intersection of Council roads then east to the intersection with Council public road adjoining Lot 11 DP 860821 and Council public road as shown by red colour and comprising an area of about 1.08ha

SCHEDULE 2

Roads Authority: Tweed Shire Council
Council's Ref: Reserve Creek Road Kielvale
DPIE – Crown Lands Ref: 24/13580 – W373906



CROWN LAND MANAGEMENT ACT 2016
NOTICE - CROWN LAND TO BE USED OR OCCUPIED FOR OTHER PURPOSE UNDER S 2.18(2)(b)

Pursuant to section 2.18(2)(b) of the Crown Land Management Act 2016, the Crown land specified in Column 2 of the following Schedule is proposed to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the following Schedule.

The Hon. Stephen Kamper MP
Minister for Lands and Property

Column 1	Schedule	Column 2
Rifle Range (relevant interest - Licence 646863)		Reserve No. 1013826 Public Purpose: Future Public Requirements Notified: 29-Jun-2007 File Reference: R1013826/PURP040/001
Access To Water (relevant interest - Licence 587223)		Reserve No. 56146 Public Purpose: Generally Notified: 11-May-1923 File Reference: R56146/PURP1232/001
Access To Water (relevant interest - Licence 587223)		Reserve No. 1011268 Public Purpose: Future Public Requirements Notified: 3-Feb-2006 File Reference: R1011268/PURP1329/001
Access To Water (relevant interest - Licence 587223)		Reserve No. 90066 Public Purpose: Future Public Requirements Notified: 3-Mar-1972 File Reference: R90066/PURP002/001
Access To Water (relevant interest - Licence 587223) Grazing (relevant interest - Licence 587223)		Reserve No. 97960 Public Purpose: Public Recreation Notified: 25-Oct-1985 File Reference: R97960/PURP005/001
Access To Water (relevant interest - Licence 587223) Grazing (relevant interest - Licence 587223)		Reserve No. 1014468 Public Purpose: Access And Public Requirements, Rural Services, Tourism Purposes And Environmental And Heritage Conservation Notified: 13-Jun-2008 File Reference: R1014468/PURP004/001

Column 1 Site Investigation (relevant interest - Licence 671769)	Schedule Column 2 Dedication No. 610024 Public Purpose: Public Recreation Notified: 25-Sep-1959 File Reference: R610024/PURP002/001
Column 1 Site Investigation (relevant interest - Licence 671769)	Schedule Column 2 Reserve No. 1012048 Public Purpose: Access And Public Requirements, Tourism Purposes And Environmental And Heritage Conservation Notified: 4-Aug-2006 File Reference: R1012048/PURP021/001
Column 1 Site Investigation (relevant interest - Licence 671769)	Schedule Column 2 Reserve No. 82916 Public Purpose: Public Recreation Notified: 2-Dec-1960 File Reference: R82916/PURP004/001
Column 1 Site Investigation (relevant interest - Licence 671769)	Schedule Column 2 Reserve No. 754434 Public Purpose: Future Public Requirements Notified: 29-Jun-2007 File Reference: R754434/PURP012/001
Column 1 Site Investigation (relevant interest - Licence 671769)	Schedule Column 2 Reserve No. 1011268 Public Purpose: Future Public Requirements Notified: 3-Feb-2006 File Reference: R1011268/PURP1330/001
Column 1 Agriculture (relevant interest - Licence 646918) Dam (relevant interest - Licence 646918) Farming (relevant interest - Licence 646918) Garden (relevant interest - Licence 646918) Horticulture (relevant interest - Licence 646918) School Farm (relevant interest - Licence 646918) Shed (relevant interest - Licence 646918) Vegetation Management (relevant interest - Licence 646918)	Schedule Column 2 Reserve No. 95855 Public Purpose: Future Public Requirements Notified: 19-Mar-1982 File Reference: R95855/PURP001/001
Column 1 Sporting Facilities (relevant interest - Licence 673321)	Schedule Column 2 Dedication No. 500420 Public Purpose: Public Recreation Notified: 2-Feb-1892 File Reference: R500420/PURP004/001

CROWN LAND MANAGEMENT ACT 2016
NOTICE - CROWN LAND TO BE USED OR OCCUPIED FOR OTHER PURPOSE UNDER S 2.18(2)(b)

Pursuant to section 2.18(2)(b) of the Crown Land Management Act 2016, the Crown land specified in Column 2 of the following Schedule is proposed to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the following Schedule.

The Hon. Stephen Kamper MP
Minister for Lands and Property

Column 1	Schedule
Berthing Area (relevant interest - Licence 627056) Jetty (relevant interest - Licence 627056) Reclamation (relevant interest - Licence 627056) Seawall (relevant interest - Licence 627056)	Column 2 Reserve No. 55709 Public Purpose: Public Recreation, Access Notified: 6-Oct-1922 File Reference: R55709/PURP002/001

Column 1	Schedule
Pontoon (relevant interest - Licence 631136) Ramp (relevant interest - Licence 631136) Ramp (Solid) (relevant interest - Licence 631136)	Column 2 Reserve No. 56146 Public Purpose: Generally Notified: 11-May-1923 File Reference: R56146/PURP1237/001

Column 1	Schedule
Berthing Area (relevant interest - Licence 627056) Jetty (relevant interest - Licence 627056) Reclamation (relevant interest - Licence 627056) Seawall (relevant interest - Licence 627056)	Column 2 Reserve No. 1011268 Public Purpose: Future Public Requirements Notified: 3-Feb-2006 File Reference: R1011268/PURP1334/001

Column 1	Schedule
Berthing Area (relevant interest - Licence 627056) Jetty (relevant interest - Licence 627056) Reclamation (relevant interest - Licence 627056) Seawall (relevant interest - Licence 627056)	Column 2 Reserve No. 56146 Public Purpose: Generally Notified: 11-May-1923 File Reference: R56146/PURP1236/001

Column 1	Schedule
Jetty (relevant interest - Licence 622756) Reclamation (relevant interest - Licence 622756) Seawall (relevant interest - Licence 622756)	Column 2 Reserve No. 1011268 Public Purpose: Future Public Requirements Notified: 3-Feb-2006 File Reference: R1011268/PURP1333/001

Column 1	Schedule
Jetty (relevant interest - Licence 622756) Reclamation (relevant interest - Licence 622756) Seawall (relevant interest - Licence 622756)	Column 2 Reserve No. 56146 Public Purpose: Generally Notified: 11-May-1923 File Reference: R56146/PURP1235/001

Column 1	Schedule
Jetty (relevant interest - Licence 590439) Pontoon (relevant interest - Licence 590439) Ramp (relevant interest - Licence 590439) Seawall (relevant interest - Licence 590439)	Column 2 Reserve No. 1011268 Public Purpose: Future Public Requirements Notified: 3-Feb-2006 File Reference: R1011268/PURP1332/001

Schedule

Column 1

Jetty (relevant interest - Licence 590439)
Pontoon (relevant interest - Licence 590439)
Ramp (relevant interest - Licence 590439)
Seawall (relevant interest - Licence 590439)

Column 2

Reserve No. 56146
Public Purpose: Generally
Notified: 11-May-1923
File Reference: R56146/PURP1234/001

Schedule

Column 1

Jetty (relevant interest - Licence 638699)
Landing/Platform (relevant interest - Licence 638699)

Column 2

Reserve No. 1011268
Public Purpose: Future Public Requirements
Notified: 3-Feb-2006
File Reference: R1011268/PURP1331/001

Schedule

Column 1

Jetty (relevant interest - Licence 638699)
Landing/Platform (relevant interest - Licence 638699)

Column 2

Reserve No. 56146
Public Purpose: Generally
Notified: 11-May-1923
File Reference: R56146/PURP1233/001

Schedule

Column 1

Pontoon (relevant interest - Licence 631136)
Ramp (relevant interest - Licence 631136)
Ramp (Solid) (relevant interest - Licence 631136)

Column 2

Reserve No. 1011268
Public Purpose: Future Public Requirements
Notified: 3-Feb-2006
File Reference: R1011268/PURP1335/001

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

<hr/> Schedule <hr/>		
Column 1	Column 2	Column 3
Mr David Dickson Farley	Narrandera Showground Land Manager	Reserve No. 559007 Purpose: Showground Notified: 16-Mar-1883
Ms Hilary Manning		
Mr Gavin Thomas Sullivan		File Reference: SLM/APP988/001
For a term commencing date of this notice and expiring 24-Sep-2025		

ROADS ACT 1993
ORDER
TRANSFER OF CROWN ROAD TO A COUNCIL

In pursuance of the provisions of Section 152(I) of the *Roads Act 1993*, the Crown Road specified in Schedule 1 is transferred to the roads authority specified in Schedule 2 hereunder as from the date of publication of this notice and as from that date the road specified in Schedule 1 ceases to be a Crown road.

The Hon. Stephen Kamper MP
Minister for Lands and Water

Schedule 1

Parish: Quirindi
County: Buckland
Land District: Quirindi
LGA: Liverpool Plains

Description: Crown road West of Lot 275 DP 751026; Lot 272 DP 751026, Transfer of Uren Street Quirindi adjacent to 294/751026 and 276/751026 to Liverpool Plains Shire Council, as shown in yellow outline on the diagram below and comprising an area of approx. 16657 m2.

Schedule 2

Roads Authority: Liverpool Plains Shire Council
File Reference: 24/08712 and W672071

