

Agreement Synopsis, Context and Review

Sector:	Water
Name of Agreement:	Lease
Type of Agreement:	Lease
Year of Agreement/ Draft:	2009
Principal Author(s) Reviewed by:	Law firm of Corrs Chambers Westgarth Victoria Rigby Delmon, LEGPS, World Bank; Luiz Alcoforado, LEGPS, World Bank
Purpose and Context:	To enable Project Co to perform its obligations under the Project Deed, the Secretary has agreed to lease the Premises to Project Co pursuant to the <i>Project Development and Construction Management Act 1994</i> on terms which recognize and reflect the respective rights and obligations of the parties under the Project Deed as they relate to the occupancy and use of the Premises, as if there were no distinction at law between the State and the Secretary.
Drafted for common law/ civil law jurisdiction:	Common Law
Main Features:	<p>This Lease was drafted by the law firm of Corrs Chambers Westgarth to be entered by and between the Secretary to the Department of Sustainability and Environment and the Project Co. (AquaSure Pty Ltd). The Governing Law is that of the State of Victoria.</p> <ul style="list-style-type: none">• By the Lease, the lessor leases to the lessee the land for the term [32 years] and rental [\$1.00] specified subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this lease and subject to the covenants and conditions [as set out in attachment] contained in this lease, of which the main ones are the following:• Lease ends on the date 32 years less one day from the Commencement Date (3 September 2009), unless it terminates automatically earlier if the Project Deed is terminated or expires. Lease may not be terminated by either party (clause 4)• Project Co must pay Rent to the Secretary on the Commencement Date; must also pay each provider of utility services (clause 5)• Project Co leases the Premises in its condition and state of repair “from time to time”; subject to all defects; and subject to the reservations set out in clause 9. Project Co has the same responsibilities as it would have if it were the freehold owner of the Premises. Project Co must keep the Shared Use Paths accessible for the public at all times for use for pedestrians, etc. (clause 6)• Project Co may grant a license of all or any part of the Premises to any of its Associates for the purposes of the Permitted Use. It may also mortgage or charge its interest under this document under the State Security Deed, etc. (clause 7)

- Project Co may occupy and use the Premises without any interruption by the Secretary, the State or any person lawfully claiming under the Secretary (clause 8)
- The Secretary may enter and inspect the Premises at all reasonable times by agreement; on 3 business days' notice; or at any time without notice in an emergency. The lease is also granted subject to the following reservations: (clause 9)
 - The reservation to Her Majesty of all gold and minerals and petroleum ("reserved minerals");
 - The reservation to Her Majesty of the rights of access for the purpose of searching for and obtaining the reserved minerals in any part of the Leased Areas;
 - The reservation to Her Majesty of the rights of access for any pipeline works and other purposes necessary for obtaining and conveying on and from the Leased Area any of the reserved minerals obtained in any part of the Leased Area;
 - The right of the State to resume the Premises for mining purposes;
 - The right of the State to resume the Premises temporarily pursuant to its rights under clause 68 (Step-In) of the Project Deed;
 - All easements and rights of way in favor of any Government Agency or Utility existing as at the Commencement Date; and
 - The rights of the Crown or aboriginal parties in any Artefacts found in the course of Project Co's activities at the Premises
- Project Co must only use the Premises for the Permitted Use and must not allow it to be used for any other purpose without the Secretary's prior consent (clause 10)
- Other clauses:
 - Goods and Services Tax (11)
 - Notices (12)
 - General provisions (13)

Possible additional provisions that it might be appropriate to include: N/A

Experience Since Coming Into Force (including any amendments)/ if draft form, whether it has been applied: N/A

Tracking Number: *Ref #: Lease (September, 2009)*