



Crown Lands Act

OFFER OF CROWN LAND FOR SALE BY AUCTION

I, KIRRILY CHAMBERS, the Delegate of the Minister for Planning and Lands, in pursuance of Division 1 of part 3 of the Crown Lands Act, give notice that:

- (a) a public auction shall be conducted on Friday 30th October 2009 at 5.30pm, at the City of Palmerston Library, Goyder Square, Palmerston NT 0830;
(b) only those persons or entities that have pre qualified to bid at auction shall be entitled to bid;
(c) a Crown lease term over the parcel of land described in Schedule 1 (below) shall be offered to pre qualified bidders at the auction;
(d) a Crown lease term over the parcel of land described in Schedule 2 (below) shall be offered to pre qualified bidders at the auction;

- (e) the lease of the parcels of land which are identified in Schedules 1 and 2 shall be leased for a term as specified in Column 5, shall confer on each lessee the right (subject to conditions) to a grant of freehold, and shall be subject to the general provisions of the Crown Lands Act and to the conditions set out in Schedule 3 and 4 respectively;
(f) there are no improvements on the parcels of land described in Schedules 1 and 2;
(g) members of the public may obtain details of the land(s) offered for sale in this notice from Ms Nicky D'Antoine of the Department of Planning and Infrastructure, Energy House Level 5, 1820 Cavenagh Street, Darwin, NT, 0800.

Dated 30th September, 2009.

K. CHAMBERS
Delegate of the
Minister for Planning
and Lands

SCHEDULE 1

LEASEHOLD LAND

COLUMN 4 REFERS TO THE SCHEDULE OF LEASE CONDITIONS

Table with 6 columns: Column 1 (Lot), Column 2 (Size (ha)), Column 3 (Location), Column 4 (Tenure), Column 5 (Term), Column 6 (Zoning). Row 1: 10038, 17.53(ha) Palmerston Leasehold, Leasehold, 2 Years, \*FD1

SCHEDULE 2

LEASEHOLD LAND

COLUMN 4 REFERS TO THE SCHEDULE OF LEASE CONDITIONS

Table with 6 columns: Column 1 (Lot), Column 2 (Size (ha)), Column 3 (Location), Column 4 (Tenure), Column 5 (Term), Column 6 (Zoning). Row 1: 10039, 10.5(ha) Palmerston, Leasehold, 2 Years, \*FD2

SCHEDULE 3

CROWN LEASE TERMS FOR JOHNSTON STAGE 1A LEASE AREA

LOT 10038, TOWN OF PALMERSTON

The Lease of Lot 10038 Town of Palmerston (Stage 1A) (described in Schedule 1) shall contain the following conditions:

Commencement Date: Date of commencement is the date of registration of the Crown Lease with the Office of the Registrar General.

Expiry Date: Unless terminated sooner in accordance with the Crown Lands Act, or terminated or extended in accordance with the Development Agreement, this Lease shall expire two (2) years from the date of registration of the Crown Lease.

Reservations:

- 1. Reservation of a right of entry and inspection.
2. Reservation of all minerals, mineral substances and ores in or under the land, including gems, stones, sands, valuable earths and fossil fuels.
3. Reservation of a power of resumption.

Unless the contrary intention appears,

- 1. words and expressions defined; and
2. rules of interpretation in the Development Agreement entered into between the parties ("Development Agreement") have the same meaning in this Lease.

Provisions:

- 1. This lease is granted for the purpose of enabling the Lessee to subdivide the Lease Area and to comply with its obligations under the Development Agreement in relation to the Lease Area.

\* Zone FD1 - Future Development (Northern Territory Planning Scheme (as amended))

\* Zone FD2 - Future Development (Northern Territory Planning Scheme (as amended))

2. This lease is granted under and subject to the *Crown Lands Act* and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee with the covenants and conditions to be complied with by the Lessee under that *Act* and those Regulations.

3. Subject to the *Crown Lands Act*, if the Development Agreement is lawfully terminated for any reason, then either party may immediately terminate this Lease by notice in writing to the other party (without prejudice to any other right or action the Territory may have against the Lessee whether arising out of the Lease or the Development Agreement).

4. Subject to Provision 5, the Lessee may at any time surrender the lease or part of the lease in the manner prescribed by the *Crown Lands Act* provided that the Lessee complies with, or has complied with the Development Agreement and this Lease and provided the Lessee is not in breach of the *Crown Lands Act* or any regulations thereunder. Upon surrender of this Lease or part of this Lease the Lessee shall be granted or be entitled to be granted an estate in fee simple in each Developed Lot. The Developer shall not be entitled to an estate in fee simple in any open space, thoroughfare, park, garden, road or path or any other land dedicated to a public purpose and all such land shall vest in fee simple in, or at the direction of, the Territory.

5. The Lease may only be surrendered and estates in fee simple issued in respect of groups of not less than ten (10) Developed Lots. The surrender and conversion to estates in fee simple of less than ten (10) individual Developed Lots from an approved survey plan for any stage of development within the Lease Area will not be permitted except in relation to Developed Lots that are to be surrendered to the Territory or the Territory's nominee in accordance with the Development Agreement.

6. The Lessee shall not surrender or attempt to surrender the whole or any part of the lease with a view to obtaining title for that part of the Lease Area unless there is in respect of that part of the Lease Area a Certificate of Practical Completion issued in accordance with the provisions of the Development Agreement.

7. The Lessee may use the public land referred to in Provision 5 for the purpose of providing services associated with the subdivision, subject to such terms and conditions as are provided for in the Development Agreement or as made by a Delegate of the Minister as applicable for the purposes of the lease or the Development Agreement.

#### Conditions and Covenants:

1. Subject to the *Crown Lands Act* and the Development Agreement, the Lessee must not use the Lease Area for a purpose other than the purposes for which it is leased being the purpose of development in accordance with the Development Agreement.

2. The Lessee shall in carrying out the subdivision or subdivisional works comply with the terms and conditions imposed or implied in respect of the subdivision by the relevant consent authority under the *Northern Territory Planning Act*.

3. The Lessee shall not impact the areas within the Lease Area that have been identified as of conservation value or contain sensitive vegetation. The Lessee shall not remove any sand or soil therefrom or destroy any vegetation growing thereon or in any way interfere with these areas

without first having sought and received in writing, permission from the Delegate of the Minister and where applicable the City of Palmerston. Such consent shall not be unreasonably withheld where such work is desirable to produce satisfactory Developed Lots and is not considered unduly detrimental to those areas.

4. The Lessee must ensure that at all times the Lease Area is kept clean, tidy and free of weeds, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive matter and of harbour for insects, pests or the breeding of mosquitoes.

5. The Lessee shall, within twelve (12) months from the commencement of the lease, clear the Lease Area of any noxious plants and thereafter maintain the Lease Area free of all noxious plants in accordance with the *Weeds Management Act 2001* and the regulations for the time being in force thereunder.

6. If the Lessee fails to observe and carry out or to cause to be observed or carried out the requirements of conditions 4 and 5 above on its part, the Territory shall if such failure is not remedied within thirty (30) days of a notice from the Territory requiring the Lessee to remedy it, have the right to enter onto the Lease Area and do all things necessary to that end and the expense and cost thereof, as determined by the Delegate of the Minister, shall be borne and payable by the Lessee on demand.

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#### SCHEDULE 4

#### CROWN LEASE TERMS FOR JOHNSTON STAGE 1B LEASE AREA

#### LOT 10039, TOWN OF PALMERSTON

The Lease of Lot 10039 (Stage 1B), Town of Palmerston (described in Schedule 1) shall contain the following conditions:

**Commencement Date:** Date of commencement is the date of registration of the Crown Lease with the Office of the Registrar General.

**Expiry Date:** Unless terminated sooner in accordance with the *Crown Lands Act*, or terminated or extended in accordance with the Development Agreement, this Lease shall expire two (2) years from the date of registration of the Crown Lease.

#### Reservations:

1. Reservation of a right of entry and inspection.
2. Reservation of all minerals, mineral substances and ores in or under the land, including gems, stones, sands, valuable earths and fossil fuels.
3. Reservation of a power of resumption.

Unless the contrary intention appears,

1. words and expressions defined; and
2. rules of interpretation in the Development Agreement entered into between the parties "Development Agreement" have the same meaning in this Lease.

#### Provisions:

1. This lease is granted for the purpose of enabling the Lessee to subdivide the Lease Area and to comply with its obligations under the Development Agreement in relation to the Lease Area.

2. This lease is granted under and subject to the *Crown Lands Act* and the Regulations for the time being in force thereunder, and is conditional upon compliance by the Lessee with the covenants and conditions to be complied with by the Lessee under that *Act* and those Regulations.

3. Subject to the *Crown Lands Act*, if the Development Agreement is lawfully terminated for any reason, then either party may immediately terminate this Lease by notice in writing to the other party (without prejudice to any other right or action the Territory may have against the Lessee whether arising out of the Lease or the Development Agreement).

4. Subject to Provision 5, the Lessee may at any time surrender the lease or part of the lease in the manner prescribed by the *Crown Lands Act* provided that the Lessee complies with, or has complied with the Development Agreement and this Lease and provided the Lessee is not in breach of the *Crown Lands Act* or any regulations thereunder. Upon surrender of this Lease or part of this Lease the Lessee shall be granted or be entitled to be granted an estate in fee simple in each Developed Lot. The Developer shall not be entitled to an estate in fee simple in any open space, thoroughfare, park, garden, road or path or any other land dedicated to a public purpose and all such land shall vest in fee simple in, or at the direction of, the Territory.

5. The Lease may only be surrendered and estates in fee simple issued in respect of groups of not less than ten (10) Developed Lots. The surrender and conversion to estates in fee simple of less than ten (10) individual Developed Lots from an approved survey plan for any stage of development within the Lease Area will not be permitted except in relation to Developed Lots that are to be surrendered to the Territory or the Territory's nominee in accordance with the Development Agreement.

6. The Lessee shall not surrender or attempt to surrender the whole or any part of the lease with a view to obtaining title for that part of the Lease Area unless there is in respect of that part of the Lease Area a Certificate of Practical Completion issued in accordance with the provisions of the Development Agreement.

7. The Lessee may use the public land referred to in Provision 5 for the purpose of providing services associated with the subdivision, subject to such terms and conditions as are provided for in the Development Agreement or as made by a Delegate of the Minister as applicable for the purposes of the lease or the Development Agreement.

Conditions and Covenants:

1. Subject to the *Crown Lands Act* and the Development Agreement, the Lessee must not use the Lease Area for a purpose other than the purposes for which it is leased being the purpose of development in accordance with the Development Agreement.

2. The Lessee shall in carrying out the subdivision or subdivisional works comply with the terms and conditions imposed or implied in respect of the subdivision by the relevant consent authority under the *Northern Territory Planning Act*.

3. The Lessee shall not impact the areas within the Lease Area that have been identified as of conservation value or contain sensitive vegetation. The Lessee shall not remove any sand or soil therefrom or destroy any vegetation growing thereon or in any way interfere with these areas without first having sought and received in writing, permission from the Delegate of the Minister and where applicable the City of Palmerston. Such consent shall not be unreasonably withheld where such work is desirable to produce satisfactory Developed Lots and is not considered unduly detrimental to those areas.

4. The Lessee must ensure that at all times the Lease Area is kept clean, tidy and free of weeds, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive matter and of harbour for insects, pests or the breeding of mosquitoes.

5. The Lessee shall, within twelve (12) months from the commencement of the lease, clear the Lease Area of any noxious plants and thereafter maintain the Lease Area free of all noxious plants in accordance with the *Weeds Management Act 2001* and the regulations for the time being in force thereunder.

6. If the Lessee fails to observe and carry out or to cause to be observed or carried out the requirements of conditions 4 and 5 above on its part, the Territory shall if such failure is not remedied within thirty (30) days of a notice from the Territory requiring the Lessee to remedy it, have the right to enter onto the Lease Area and do all things necessary to that end and the expense and cost thereof, as determined by the Delegate of the Minister, shall be borne and payable by the Lessee on demand.

