

DEED made at Cocos (Keeling) Islands this 18th day of September
One thousand nine hundred and eighty-four

BETWEEN:

THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") of the one part;

AND:

THE COCOS (KEELING) ISLANDS COUNCIL a body corporate constituted by virtue of the Local Government Ordinance 1979, being an Ordinance made under the Cocos (Keeling) Islands Act 1955 (hereinafter called "the Council") of the other part..

NOW THIS DEED WITNESSETH THAT the Commonwealth HEREBY CONVEYS AND GRANTS to the Council its successors and assigns in fee simple all of the right title and interest of the Commonwealth in the lands specified in the First Schedule (hereinafter called "the Conveyed Land") TO HAVE AND TO HOLD unto the Council its successors and assigns in fee simple UPON TRUST for the benefit, advancement and well-being of the Cocos Islanders resident in the Territory on land owned by the Council PROVIDED ALWAYS and it is hereby declared that this conveyance and grant is made upon and subject to the following express conditions.

1. The Commonwealth and the Council covenant and agree that the Council will have no right to any compensation from the Commonwealth as a result of any legislation being passed or any regulation being made in respect of North Keeling Island to protect the wildlife and environment of the Island.

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2. The Council its successors and assigns shall from time to time and at all times permit the Commonwealth its officers and employees and persons authorised by the Commonwealth:

- (i) to have access to and enter upon the Conveyed Land;
- (ii) to enter any building or structure on the Conveyed Land;
- (iii) to lay pipes, cables, sewerage and other mains, erect fences, poles or power lines, construct roads, paths and drains on or in the conveyed Land and to erect or install thereon structures related to those works and to maintain and repair those works and structures

at all times for the official purposes of the Commonwealth.

3. The Council its successors and assigns will not grant demise or otherwise alienate (except by will in favour of members of their own family) the Conveyed Lands or any part thereof without the previous sanction of the Commonwealth.

AND THE COUNCIL FURTHER COVENANTS with the Commonwealth as follows:

1. The Council, acknowledging that the Commonwealth has a legal obligation with respect to the Land as specified in the Second Schedule covenants with the Commonwealth that neither the Council nor its servants, agents, lessees, licensees or assignees will do any act or thing which may cause the Commonwealth to be in breach of the legal obligation specified in the Second Schedule and the Council further covenants with the Commonwealth to afford to the Vendor named therein his family heirs licensees and guests the same rights as the said Vendor his family heirs licensees and guests have against the Commonwealth pursuant to that legal obligation.

Polson



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2. The Council covenants with the Commonwealth that the Council its successors in title, assignees, lessees and licensees will not at any time hereinafter do any act in respect of the Conveyed Lands whereby the title of the holder for the time being of any interest in land within the Territory might become liable to forfeiture or otherwise impaired and the Commonwealth and the Council further covenant that the aforesaid covenant shall bind the land hereby conveyed and shall enure to the benefit of all land in the Territory held by any such holder.
3. The Council covenants with the Commonwealth that it will keep this Deed in safe custody and that, if at any time the Council is to cease to function or to exist other than by way of a dissolution of the type referred to in sub-section 11(1) of the Local Government Ordinance 1979 it will prior to that time deliver this Deed to the Administrator of the Territory.
4. The Council covenants with the Commonwealth that the Council its successors in title and assignees will at all times observe and perform the restrictions and matters affecting title set out in the Third Schedule hereto.
5. The Schedules to this Deed shall be deemed to be incorporated in and to constitute integral parts of this Deed.

THE FIRST SCHEDULE

All those pieces or parcels of land situated and being above the high water mark within the Cocos (Keeling) Islands including the Northern Island otherwise called North Keeling Island which said islands are situated in the Indian Ocean in latitude 12 degrees 5 minutes south and longitude 96 degrees 53 minutes east with the apurtenances thereto except for the following pieces or parcels of land:

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1. Land situated on the Island known as West Island being:

Lot No.	Australian Survey Office		Register of Deeds
	SP Plan No.	Western Australia Plan No.	Cocos (Keeling) Islands Deposited Plan No.
1	107	A0-816	1
3	77	A1-867	2
4	45	A1-708	3
7	40	A1-2293 61-2293	4
9	125	B1-1534 A1-1534	5
10	43	A1-742	6
11	45	A1-708	3
12	45	A1-708	3
15	48	B1-2293	4
16	46	A1-797	7
17	47	A1-798	8
20	48	B1-2293	4
21	108	B1-2516	9
22	106	A1-1394	10

2. Land situated on West Island being the Sydney Highway from the Aerodrome to the Jetty on West Island as shown on Australian Survey Office, (SP) Plan Numbers 61-65 inclusive and also the land shown as the reserve for the Sydney Highway on those plans.

3. Land being the land above high water mark on the Island known as Home Island and known as:

(a) Lot 14 Home Island

(b) the land transferred to the Council by the Commonwealth by Deed of Conveyance dated 29 July 1979 being Cemetery Island and all land owned by the Commonwealth on Home Island at that time except Lot 13.

Robert

[Handwritten signature]

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THE SECOND SCHEDULE

By Deed of Conveyance made 31 August, 1978 between John Cecil Clunies-Ross as Vendor and the Commonwealth of Australia as Purchaser the Commonwealth accepted inter alia the following legal obligation:

*The Purchaser covenants with the Vendor -

- (a) that the Vendor his family heirs and licensees and guests shall have and retain from the date of this Deed such rights of access to and movement on and across the lands hereby conveyed and the Commonwealth land consistently with the purposes and manner in which any land is at any time being used by the Purchaser, its lessees licensees or assignees or under its or their authority, as are equivalent to the rights of access to and movement on and across the said lands as the Vendor had for himself his family, heirs, licensees and guests by tradition and custom arising from the rights of the Vendor as the owner prior to the date of this Deed of the remaining lands;
- (b) that if it grants any lease or licence of or assigns any part of the remaining lands (other than the excepted land) the Purchaser will require the lessee licensee or assignee (as the case may be) to covenant with the Purchaser that the Vendor his family heirs licensees and guests shall have the same rights of access to and movement on and across the lands the subject of such lease license or assignment as are granted by paragraph (a) of this clause;

John Cecil Clunies-Ross

[Signature]

- (c) that if any lessee licensee or assignee of the Purchaser fails to observe or comply with a covenant included in any lease license or assignment pursuant to the provisions of paragraph (b) of this clause the Purchaser will take all appropriate action to enforce the same in accordance with provisions of such lease licence or assignment;
- (d) that if the Vendor or his heirs assigns any part of the excepted land, the Purchaser will allow the assignee rights of access to and movement on or along the land forming part of the land hereby conveyed and the Commonwealth land, more particularly described in the Second Schedule hereto."

THE THIRD SCHEDULE

Clause 4

Restrictions and Matters Affecting Land

1. The land shall not be used by the Council or under its authority for any obnoxious or offensive purpose, provided that the use of the land for a public purpose within the meaning of the Lands Acquisition Act 1955 as amended shall not be regarded as obnoxious or offensive.
2. The Council will maintain suitable precautions against the introduction of diseases and pests affecting man, animals or plants and will take all reasonable and practicable action to ensure that all rubbish and garbage shall be disposed of in such a way as not to provide a breeding ground for flies or other insects and that no rubbish shall be deposited in the lagoon.

*Jason
Debus*

SE

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first hereinbefore mentioned.

SIGNED SEALED AND DELIVERED

For and on behalf of the
COMMONWEALTH OF AUSTRALIA
by THE SECRETARY to the
Department of Territories
and Local Government in the
presence of: *[Signature]*

[Handwritten signature]



THE COMMON SEAL of THE
COCOS (KEELING ISLANDS)
COUNCIL was hereunto affixed
in the presence of:



[Handwritten signature]

[Handwritten signature]