

INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:
 - (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
 - (b) “building” means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
 - (c) “bulk landscape supplies” means the use of land for the bulk sale of sand, soil, screenings and other such garden materials;
 - (d) “bulky goods retailing” means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:
 - (i) a large area for handling, storage or display; and/or
 - (ii) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;
 - (e) “business agency” means the use of land for the purpose of providing a commercial service directly and regularly to the public;
 - (f) “car park” means the use of land specifically allocated for the parking of motor vehicles;
 - (g) “caretaker’s residence” means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;
 - (h) “club” means the use of land as a meeting place for persons associated, or for a body incorporated, for a social, sporting, athletic, literary, political or other like purpose, and which is a licensed premise under the Liquor Act 2010;
 - (i) “communications facility” means the use of land for the provision of facilities for postal, telecommunications and other communication purposes including facilities used for receiving and transmitting radiated signals using radio masts, towers, and antennae systems but does not include cabling or ducting used for the carrying of electromagnetic signals;

- (j) “community theatre” means the use of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;
- (k) “community use” means child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship and religious associated use;
- (l) “craft workshop” means the use of land for the manufacture, primarily by manual methods, of craft articles such as leatherwork, pottery, woodwork, hand woven goods and the like;
- (m) “cultural facility” means the use of land for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;
- (n) “defence installation” means the use of land operated by the Department of Defence or the armed forces of Australia and includes Department of Defence offices, offices associated with national security and defence communications facilities, but does not include facilities associated with military aviation;
- (o) “department store” means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods: furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china, glassware and domestic hardware;
- (p) “distribution reservoir” means a storage tank associated with the maintenance of pressure and supply in the reticulated water supply system;
- (q) “drink establishment” means the use of land for the sale of alcoholic beverages and spirits to members of the public primarily for consumption on the premises, and which is a licensed premise under the Liquor Act 2010;
- (r) “emergency services facility” means the use of land for the purpose of providing emergency services and protection for the community;
- (s) “financial establishment” means the use of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;

- (t) “freight transport facility” means the use of land for the principal purpose of bulk handling and storage of goods or materials whether or not facilities are included for the parking, servicing and repair of vehicles used to transport the goods or materials on site, but does not include any retail sales or wholesaling from the site;
- (u) “funeral parlour” means the use of land by an undertaker in the carrying out of that profession. The term includes all ancillary uses such as a funeral chapel and office;
- (v) “general industry” means an industry, not being a light, hazardous, offensive or mining industry, in which the processes carried on, the transportation involved or the machinery or materials used have the potential to interfere with the amenity of the locality by reason of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit, oil or otherwise;
- (w) “gross floor area” means the sum of the area of all floors of the building measured from the external faces of the exterior walls, or from the centre lines of walls separating the building from any other building, excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;
- (x) “health facility” means the use of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;
- (y) “hospital” means the use of land for the medical care (including diagnosis, preventative care and counselling) of in-patients, whether or not out-patients are also provided with care or treatment, and may include associated residential accommodation;
- (z) “indoor entertainment facility” means the use of land for entertainment where such use is primarily indoors;
- (aa) “indoor recreation facility” means the use of land for sporting activities where such use is primarily indoors;
- (bb) “industrial trades” means the use of land for the selling, hiring, inspection or servicing of goods or materials for industrial, agricultural, construction, transport or like purposes where:
 - (i) a large area for handling, storage or display is required; and/or

- (ii) the activity carried out has the potential to have an impact similar to industry in terms of traffic and parking generation, noise and air pollution, and visual impact;
- (cc) “industry” means the use of land for the principal purpose of manufacturing, assembling, altering, repairing, renovating, ornamenting, finishing, cleaning, washing, winning of minerals, dismantling, processing, or adapting of any goods or any articles;
- (dd) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
- (ee) “light industry” means an industry, not being a general, offensive, hazardous or mining industry, in which the processes carried on, the transportation involved or the machinery or materials used do not interfere with the amenity of the locality by reason of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit, oil or otherwise. The use includes a craft workshop;
- (ff) “liquid fuel depot” means the use of land for the bulk storage or wholesale distribution of petrol, oil, petroleum products or other inflammable liquids or the retail distribution of drums containing petrol, oil, petroleum products or other inflammable liquids;
- (gg) “major electrical sub-station” means switching and transformer equipment handling voltages greater than 66kV;
- (hh) “major gross pollutant trap” means an open trap constructed on main drains to intercept sediment and trash transported in stormwater;

- (ii) “major pump station” means a pump station having a capacity greater than 500 litres per second in the case of water supply; 50 litres per second in the case of sewage; or a natural gas compression station operating at greater than 1000 kPa pressure;
- (jj) “major service conduits” means the major bulk water supply and reticulation mains having a diameter equal to or greater than 675mm, trunk sewers having a diameter equal to or greater than 750mm, stormwater main drains having a diameter equal to or greater than 900mm or comprising open drains or waterways, transmission lines having a voltage greater than 66kV, gas mains having a diameter greater than 100mm, and major telecommunication cable ducts having a width equal to or greater than 1000mm, coaxial cables, and optical fibre cables;
- (kk) “major utility installation” means distribution reservoir, major electrical sub-station, major gross pollutant trap, major pump station, major service conduits, power generation station, treatment plant, tunnel, urban lake, pond and/or retardation basin and water storage dam;
- (ll) “municipal depot” means the use of land for the storage of any plant, machinery, vehicles, light rail vehicles or materials used in the course of a municipal undertaking, whether or not facilities are included for the parking, servicing and repair of plant, machinery or vehicles;
- (mm) “non retail commercial use” means business agency, financial establishment, office, and public agency;
- (nn) “office” means the use of land for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (oo) “outdoor recreation facility” means the use of land for a recreation facility serving the sporting or recreational needs of people where the activities are undertaken predominantly outdoors;
- (pp) “personal service” means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;

- (qq) “place of worship” means the use of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;
- (rr) “plant and equipment hire establishment” means the use of land where plant and equipment are stored, displayed and hired out or leased to persons for intermittent use, but does not include premises used for the purposes of hiring home entertainment equipment, such as stereo sound systems, televisions, video cassette recorders, video tapes and the like;
- (ss) “power generation station” means equipment and associated buildings constructed for the generation of electricity utilising gas, coal, renewable energy technology or other fuel sources;
- (tt) “premises” means the land and any building or other improvements on the land;
- (uu) “public agency” means the use of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (vv) “public transport facility” means the use of land for the assembly, transport or dispersal of passengers travelling by any form of public transport, whether or not such public transport is provided by a public or private agency, and include facilities for the manoeuvring and temporary layover of public transport vehicles and driver amenities;
- (ww) “recyclable materials collection” means the use of land for depositing and temporarily storing discarded materials that are suitable for recycling, such as paper, glass, clothing, garden waste and plastics, which are to be transported elsewhere for recycling;
- (xx) “recycling facility” means the use of land for depositing, storing, separating, dismantling, salvaging, treating, renovating or redistributing discarded materials and scrap goods for use as recycled materials, such as paper, glass, plastics, timber, garden and food waste, metals, manufacturing off-cuts, household goods and oils;
- (yy) “religious associated use” means the use of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;

- (zz) “restaurant” means the use of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;
- (aaa) “retail plant nursery” means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (bbb) “scientific research establishment” means the use of land for the purpose of scientific research including the development of electronic technology, biotechnology or other scientific disciplines for application to commerce, industry, or government;
- (ccc) “service station” means the use of land for the fuelling and/or servicing of motor vehicles, whether or not the land is also used for any one or more of the following purposes:
- (i) the sale by retail of spare parts and accessories for motor vehicles;
 - (ii) washing and greasing of motor vehicles;
 - (iii) installation of accessories;
 - (iv) the retail sale of other goods, within an ancillary retail area not greater than 150 square metres in area;
 - (v) providing toilet facilities, amenities and service for motorists;
 - (vi) repairing of motor vehicles (other than body building, panel beating or spray painting); and
 - (vii) the hiring of trailers;
- (ddd) “shop” means the use of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket, and take-away food shop;
- (eee) “store” means the use of land for the storage, whether permanent or temporary, of goods (not including obsolete motor vehicles or obsolete machinery) within or upon which no trade (whether retail or wholesale) or industry is carried on;

- (fff) “supermarket” means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (ggg) “take-away food shop” means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (hhh) “Territory” means:
- (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cth);
- (iii) “transport depot” means the use of land for the parking or storage of motor vehicles used in connection with a commercial or industrial transport undertaking;
- (jjj) “treatment plant” means a facility constructed for the purposes of physical, chemical or biological treatment of water supply, sewage or stormwater;
- (kkk) “tunnel” means an underground conduit constructed by tunnelling methods for the purposes of transporting water supply, sewage or other services;
- (lll) “urban lake, pond and/or retardation basin” means a dam constructed for the impoundment of urban and rural runoff for the purposes of landscape, recreation, pollution control, or retardation of peak stormflows;
- (mmm) “vehicle sales” means the use of land for the sale, hire, display or offering for sale or hire of new or used motor vehicles, caravans, motor cycles, boats, trailers or other vehicles. The term includes the ancillary use of such premises for the sale of spare parts or accessories and the storage, cleaning and maintenance of such vehicles, but does not include a service station;
- (nnn) “veterinary hospital” means the use of land for diagnosis, surgical or medical treatment of animals, and where the animals may be kept on the premises overnight for the purposes of treatment;

- (ooo) “warehouse” means the use of land for the purposes of the bulk sale of goods to be retailed by others or the bulk storage of goods, merchandise or materials pending their sale and distribution to persons engaged in the retail trade but does not include premises used for the purpose of bulk storage of calcium carbide, flammable liquid, solid fuel, gas, hide, skins, tallow, bones, or motor vehicles for recovery of spare parts or accessories;
- (ppp) “waste transfer station” means the use of land for the collection of waste into bulk containers for the further transport to a landfill site, recycling facility or other waste disposal facility;
- (qqq) “water storage dam” means a dam constructed for the purposes of impounding water for water supply purposes;
- (rrr) words in the singular include the plural and vice versa;
- (sss) words importing one gender include the other genders; and
- (ttt) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

- (a) That the Lessee shall pay to the Authority rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

MANNER OF
PAYMENT
OF RENT

- (b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever.

3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

COMPLETION
OF DEVELOPMENT

- (a) That the Lessee shall within forty eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority complete the erection of an approved development on the land in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by

the Authority and in accordance with every Statute Ordinance or Regulation applicable to such development;

ASSOCIATED
WORKS

- (b) That the Lessee shall complete within forty eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority for that purpose, and prior to the commencement of any trading or business from the premises, the design and construction of:
- (i) a water service to fully service the land;
 - (ii) a 1.5 metre wide concrete footpath between existing paving and new driveway in Baillieu Court;
 - (iii) Heavy Duty Type 2 driveway from Baillieu Court to the land in accordance with the Territory and Municipal Services Directorate (“TAMS”) current version of the ‘Design Standards for Urban Infrastructure Works’ and constructed to TAMS current version of the ‘Standard Specifications for Urban Infrastructure Works’;
 - (iv) an extension of street lighting in front of the land and in the proposed verge in Baillieu Court;
 - (v) cabling and connection for the electricity supply through new conduits below ground;
 - (vi) two 150mm internal diameter electrical conduits within the Brookes Street verge; and
 - (vii) any other works required by TAMS as a result of an audit on submitted plans for design approval

including all ancillary works and fittings in accordance with the prescribed conditions for associated works and plans and specifications previously submitted to and approved in writing by the Authority;

INDEMNITY

- (c) That the Lessee shall indemnify and keep indemnified the Commonwealth, the Territory, the Authority, their servants and agents from all actions claims suits and demands brought maintained or made against the Commonwealth, the Territory, the Authority, their servants or agents by any person or body of persons arising out of the provision by the Lessee of the design and construction of the associated works referred to in Clause 3(b) until such works are completed and formally handed over to the Territory;

PURPOSE

- (d) To use the premises only for one or more of the following purposes:
- (i) bulk landscape supplies;
 - (ii) car park;
 - (iii) caretaker's residence;
 - (iv) club;
 - (v) communications facility;
 - (vi) community use EXCLUDING child care centre, community activity centre and educational establishment;
 - (vii) craft workshop;
 - (viii) defence installation;
 - (ix) drink establishment;
 - (x) emergency services facility;
 - (xi) freight transport facility;
 - (xii) funeral parlour;
 - (xiii) general industry;
 - (xiv) indoor entertainment facility;
 - (xv) indoor recreation facility;
 - (xvi) industrial trades;
 - (xvii) light industry;
 - (xviii) liquid fuel depot;
 - (xix) major utility installation;
 - (xx) municipal depot;
 - (xxi) non retail commercial use PROVIDED THAT THE total combined gross floor area for business agency, financial establishment, office and public agency does not exceed 2,000 square metres;

- (xxii) outdoor recreation facility;
- (xxiii) plant and equipment hire establishment;
- (xxiv) public transport facility;
- (xxv) recyclable materials collection;
- (xxvi) recycling facility;
- (xxvii) restaurant;
- (xxviii) scientific research establishment;
- (xxix) service station;
- (xxx) shop PROVIDED THAT the maximum gross floor area for:
 - (i) supermarket or shop selling food does not exceed 200 square metres; and
 - (ii) other shops, except for bulky goods retailing does not exceed 3,000 square metres;
- (xxxi) store;
- (xxxii) transport depot;
- (xxxiii) vehicle sales;
- (xxxiv) veterinary hospital;
- (xxxv) warehouse; and
- (xxxvi) waste transfer station;

EASEMENT FOR SERVICES

- (e) That:
 - (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement (“Easement”) in favour of the relevant provider (referred to as the “service provider”);
 - (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and

- (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
- (iii) in exercising the powers in Clause 3(e)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 3(e)(iii)(B), does not require the service provider to restore:
 - (A) the land to a condition that would result in:
 - (1) an interference with:
 - (i) any service on or through the land; or
 - (ii) access to any service on or through the land; or
 - (2) a contravention of a law of the Territory; or
 - (B) any building or structure placed or constructed on any part of the land comprising the Easement;
- (v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement UNLESS written advice from the service provider is obtained;

- (vi) for the purposes of the Easement, “services”, includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
 - (vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;
- CARPARKING (f) That the Lessee shall provide and maintain an approved drained and sealed car parking area on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- LANDSCAPING (g) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- LIGHTING (h) That the Lessee shall illuminate and keep illuminated all public access areas, car parks and driveways on the land at the Lessee’s cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- LOADING AND UNLOADING OF VEHICLES (i) That the Lessee shall provide and maintain an area for the loading and unloading of vehicles on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- PRESERVATION OF TREES (j) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (k) That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

- SERVICE AREAS (l) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (m) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;
- REPAIR (n) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
- FAILURE TO REPAIR (o) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- RIGHT OF INSPECTION (p) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;
- RATES AND CHARGES (q) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET
ENJOYMENT

That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

(a) That if:

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or
- (ii) an approved development in accordance with Clause 3(a) of this lease is not completed within the period specified in the said Clause; or
- (iii) associated works in accordance with Clause 3(b) of this lease are not completed within the period specified in the said Clause; or
- (iv) after completion of an approved development as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (v) the Lessee shall fail to observe or perform any other of the covenants herein contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

ACCEPTANCE
OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(a) (i), (ii), (iii), (iv) or (v) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES



- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF POWERS

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

Signed by **JULIA FORNER**)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of)
LAMA EL-HASSAN


.....
~~Delegate~~

.....
witness

Signed by **CROCON SERVICES PTY**)
LTD (A.C.N. 126 391 991) by:)


.....
Signature


.....
Signature

JOSIP KULJANAC
.....
Name in full

MATO PELIVAN
.....
Name in full

DIRECTOR
.....
Director/Secretary

Director
.....
Director/Secretary

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- (c) "bulky goods retailing" means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:
 - (i) a large area for handling, storage or display; and/or
 - (ii) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;
- (d) "business agency" means the use of land for the purpose of providing a commercial service directly and regularly to the public;
- (e) "carpark" means the use of land specifically allocated for the parking of motor vehicles;
- (f) "caretaker's residence" means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;
- (g) "child care centre" means the use of land for the purpose of supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 1999 and which does not include residential care;
- (h) "club" means the use of land as a meeting place for persons associated, or for a body incorporated, for a social, sporting, athletic, literary, political or other like purpose, and which is a licensed premise under the Liquor Act 1975;
- (i) "communications facility" means the use of land for the provision of facilities for postal, telecommunications and other communication purposes including facilities used for receiving and transmitting radiated signals using radio masts, towers, and antennae systems but does not include cabling or ducting used for the carrying of electromagnetic signals;

- (j) “community activity centre” means the use of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;
- (k) “community theatre” means the use of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;
- (l) “community use” means child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship and religious associated use;
- (m) “craft workshop” means the use of land for the manufacture, primarily by manual methods, of craft articles such as leatherwork, pottery, woodwork, hand woven goods and the like;
- (n) “cultural facility” means the use of land for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;
- (o) “defence installation” means the use of land operated by the Department of Defence or the armed forces of Australia and includes Department of Defence offices, offices associated with national security and defence communications facilities, but does not include facilities associated with military aviation;
- (p) “department store” means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods: furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china, glassware and domestic hardware;
- (q) “drink establishment” means the use of land for the sale of alcoholic beverages and spirits to members of the public primarily for consumption on the premises, and which is a licensed premise under the Liquor Act 1975;
- (r) “dwelling” means a building or part of a building used as a self contained residence which must include:
 - (i) food preparation facilities;
 - (ii) a bath or shower; and
 - (iii) a closet pan and wash basin

and includes outbuildings and works normal to a dwelling;

- (s) “educational establishment” means the use of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;
- (t) “emergency services facility” means the use of land for the purpose of providing emergency services and protection for the community;
- (u) “financial establishment” means the use of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;
- (v) “funeral parlour” means the use of land by an undertaker in the carrying out of that profession. The term includes all ancillary uses such as a funeral chapel and office;
- (w) “general industry” means an industry, not being a light, hazardous, offensive or mining industry, in which the processes carried on, the transportation involved or the machinery or materials used have the potential to interfere with the amenity of the locality by reason of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit, oil or otherwise;
- (x) “gross floor area” means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement carparking;
- (y) “health facility” means the use of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to outpatients only;
- (z) “hospital” means the use of land for the medical care (including diagnosis, preventative care and counselling) of inpatients, whether or not out-patients are also provided with care or treatment, and may include associated residential accommodation;
- (aa) “indoor entertainment facility” means the use of land for entertainment where such use is primarily indoors;
- (bb) “indoor recreation facility” means the use of land for sporting activities where such use is primarily indoors;

- (cc) “industrial trades” means the use of land for the selling, hiring or servicing of goods or materials for industrial, agricultural, construction, transport or like purposes where:
 - (i) a large area for handling, storage or display is required; and/or
 - (ii) the activity carried out has the potential to have an environmental impact similar to industry in terms of traffic and parking generation, noise and air pollution, and visual impact;
- (dd) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
- (ee) “light industry” means an industry, not being a general, offensive, hazardous or mining industry, in which the processes carried on, the transportation involved or the machinery or materials used do not interfere with the amenity of the locality by reason of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit, oil or otherwise. The use includes a craft workshop;
- (ff) “non retail commercial use” means business agency, financial establishment, office and public agency;
- (gg) “office” means the use of land used for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;

- (hh) “outdoor recreation facility” means the use of land for a recreation facility serving the sporting or recreational needs of people where the activities are undertaken predominantly outdoors;
- (ii) “personal service” means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (jj) “place of worship” means the use of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;
- (kk) “plant and equipment hire establishment” means the use of land where plant and equipment are stored, displayed and hired out or leased to persons for intermittent use, but does not include premises used for the purposes of hiring home entertainment equipment, such as stereo sound systems, televisions, video cassette recorders, video tapes and the like;
- (ll) “premises” means the land and any building or other improvements on the land;
- (mm) “public agency” means the use of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (nn) “recyclable materials collection” means the use of land for depositing and temporarily storing discarded materials that are suitable for recycling, such as paper, glass, clothing, garden waste and plastics, which are to be transported elsewhere for recycling;
- (oo) “recycling facility” means the use of land for depositing, storing, separating, dismantling, salvaging, treating, renovating or redistributing discarded materials and scrap goods for use as recycled materials, such as paper, glass, plastics, timber, garden and food waste, metals, manufacturing off-cuts, household goods and oils;
- (pp) “religious associated use” means the use of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;
- (qq) “restaurant” means the use of land for the primary purpose of providing food for consumption on the premises whether or not

the premises are licensed premises under the Liquor Act 1975 and whether or not entertainment is provided;

- (rr) “retail plant nursery” means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (ss) “scientific research establishment” means the use of land for the purpose of scientific research including the development of electronic technology, biotechnology or other scientific disciplines for application to commerce, industry, or government;
- (tt) “shop” means the use of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;
- (uu) “store” means the use of land for the storage, whether permanent or temporary, of goods (not including motor vehicles or obsolete machinery) within or upon which no trade (whether retail or wholesale) or industry is carried on;
- (vv) “supermarket” means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (ww) “take-away food shop” means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (xx) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (yy) “vehicle sales” means the use of land for the sale, hire, display or offering for sale or hire of new or used motor vehicles, caravans, motor cycles, boats, trailers or other vehicles. The term includes the ancillary use of such premises for the sale of spare parts or accessories and the storage, cleaning and maintenance of such vehicles, but does not include a service station;

- (zz) “veterinary hospital” means the use of land for diagnosis, surgical or medical treatment of animals, and where the animals may be kept on the premises for the purposes of treatment;
- (aaa) “warehouse” means the use of land for the purposes of the bulk sale of goods to be retailed by others or the bulk storage of goods, merchandise or materials pending their sale and distribution to persons engaged in the retail trade but does not include premises used for the purpose of bulk storage of calcium carbide, flammable liquid, solid fuel, gas, hide, skins, tallow, bones, or motor vehicles for recovery of spare parts or accessories;
- (bbb) words in the singular include the plural and vice versa;
- (ccc) words importing one gender include the other genders;
- (ddd) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- | | |
|---------------------------|---|
| RENT | (a) That the Lessee shall pay to the Authority rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Authority relating thereto and served on the Lessee; |
| MANNER OF PAYMENT OF RENT | (b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever. |

3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

- | | |
|-----------------------------|---|
| COMMENCEMENT OF DEVELOPMENT | (a) That the Lessee shall within twenty four (24) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority for that purpose commence to erect an approved development including building works, carparking and landscaping on the land in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority; |
|-----------------------------|---|

COMPLETION
OF DEVELOPMENT

- (b) That the Lessee shall within thirty six (36) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority complete the erection of the said approved development including building works, carparking and landscaping on the land in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable to such development;

ASSOCIATED
WORKS

- (c) That the Lessee shall commence within twenty four (24) months and complete within thirty six (36) months respectively from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority for that purpose, and prior to the commencement of any trading or business from the premises, the design and construction of:

(i) a Heavy Duty Driveway in accordance with the Department of Territory and Municipal Services ("TAMS") current version of the Design Standards for Urban Infrastructure Works and constructed to TAMS current version of the Standard Specifications for Urban Infrastructure Works;

(ii) verge works as required by TAMS; and

(iii) any other works required by TAMS as a result of an audit on submitted plans for design approval

including all ancillary works and fittings in accordance with the prescribed conditions for associated works and plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

INDEMNITY

- (d) That the Lessee shall indemnify and keep indemnified the Commonwealth, the Territory, the Authority, their servants and agents from all actions claims suits and demands brought maintained or made against the Commonwealth, the Territory, the Authority, their servants or agents by any person or body of persons arising out of the provision by the Lessee of the design and construction of the associated works referred to in Clause 3(c) until such works are completed and formally handed over to the Territory;

PURPOSE

- (e) To use the premises only for one or more of the following purposes:
- (i) bulky goods retailing;
- (ii) carpark;
- (iii) caretaker's residence;

- (iv) club;
- (v) communications facility;
- (vi) community use;
- (vii) craft workshop;
- (viii) defence installation;
- (ix) drink establishment;
- (x) emergency services facility;
- (xi) funeral parlour;
- (xii) general industry;
- (xiii) indoor entertainment facility;
- (xiv) indoor recreation facility;
- (xv) industrial trades;
- (xvi) light industry;
- (xvii) non retail commercial use LIMITED to a maximum gross floor area of 2,000 square metres;
- (xviii) outdoor recreation facility;
- (xix) plant and equipment hire establishment;
- (xx) recyclable materials collection;
- (xxi) recycling facility;
- (xxii) restaurant;
- (xxiii) scientific research establishment;
- (xxiv) shop PROVIDED THAT any supermarket or shop selling food shall not exceed a maximum gross floor area of 200 square metres per shop AND THAT all other shops, except for bulky goods retailing, shall not exceed a maximum gross floor area of 3,000 square metres per shop;
- (xxv) store;
- (xxvi) vehicle sales;
- (xxvii) veterinary hospital; and
- (xxviii) warehouse;

CAR AND TRUCK
PARKING

- (f) That the Lessee shall provide and maintain an approved drained and sealed car and truck parking area on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

- LANDSCAPING (g) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- LIGHTING (h) That the Lessee shall illuminate and keep illuminated all public access areas, carparks and driveways on the land at the Lessee's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- LOADING AND UNLOADING OF VEHICLES (i) That the Lessee shall provide and maintain an area for the loading and unloading of vehicles on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- PRESERVATION OF TREES (j) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (k) That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- SERVICE AREAS (l) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (m) That the Lessee shall not without the previous approval in writing of the Authority erect any building, or make any structural alterations to any building, on the land;
- REPAIR (n) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
- FAILURE TO REPAIR (o) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying

the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF
INSPECTION

- (p) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND
CHARGES

- (q) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET
ENJOYMENT

That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or
 - (ii) an approved development in accordance with Clause 3(a) of this lease is not commenced within the period specified in the said Clause; or

- (iii) an approved development in accordance with Clause 3(a) of this lease is not completed within the period specified in Clause 3(b); or
- (iv) associated works in accordance with Clause 3(c) of this lease are not completed within the period specified in the said Clause; or
- (v) after completion of an approved development as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (vi) the Lessee shall fail to observe or perform any other of the covenants herein contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

ACCEPTANCE
OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(a) (i), (ii), (iii), (iv), (v) or (vi) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by said Clauses;

FURTHER LEASE

- (c) Subject to the provisions of the Lessee paying all money required to be paid under Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES

- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

Block 2 Section 12 Belconnen

Notes:

1: 2,000



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ACT
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Notes:

1: 2,000



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ACT
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Block 3 Section 21 Braddon (service station)

Notes:

1: 2,000



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Block 4 Section 87 Fyshwick

Notes:

1: 2,000



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Block 4 Section
89 Fyshwick

Notes:

1: 2,000



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Notes:

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DISCLAIMER

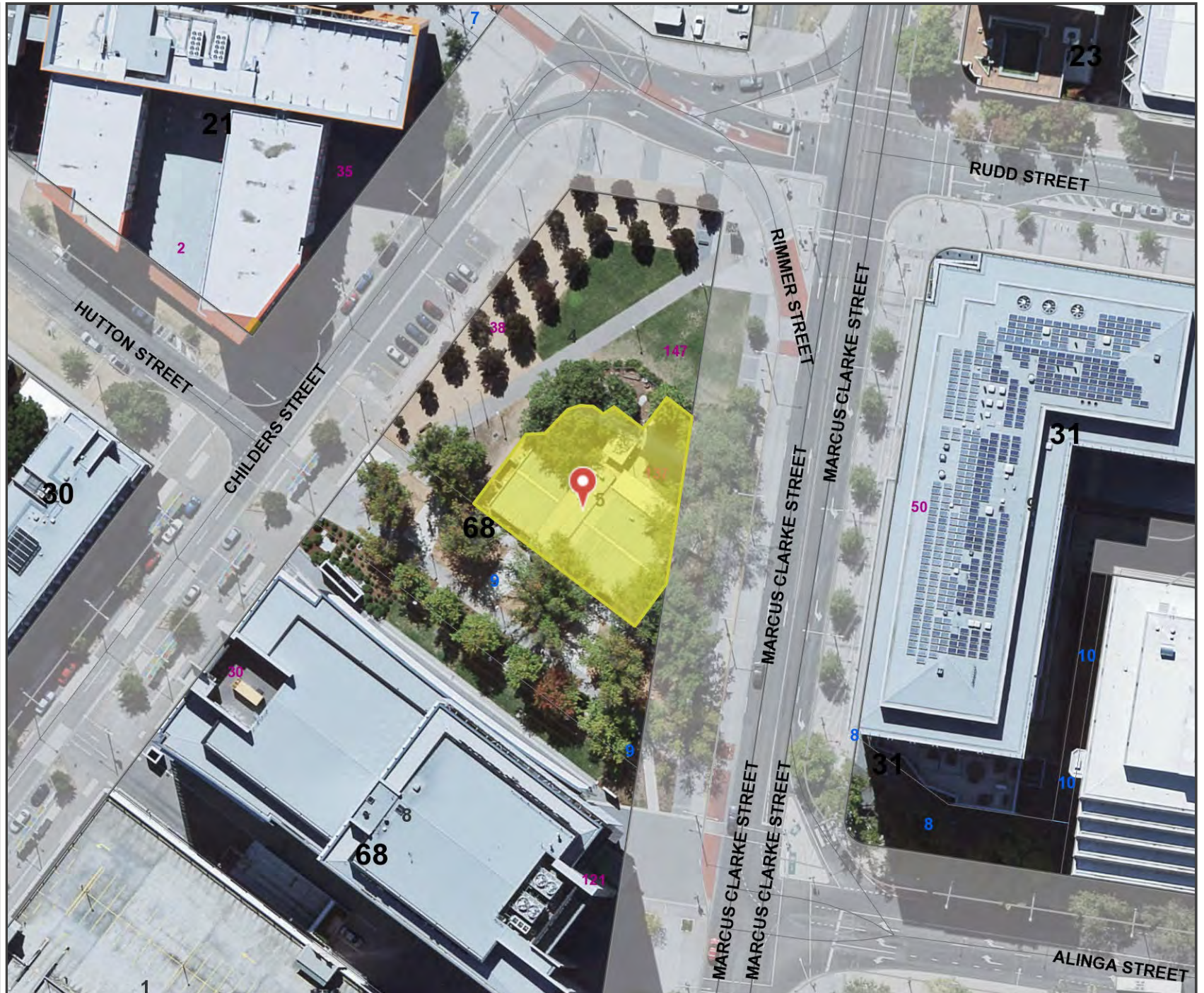
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Block 6 Section
113 Fyshwick

Notes:

1: 3,000



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Block 8 Section 89 Fyshwick

Notes:

1: 5,000



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Block 10 Section
45 Hughes
(service station)

Notes:

1: 1,000



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Block 11 Section 18 Gungahlin

Notes:

1: 2,000



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Block 11 Section
23 Fyshwick

Notes:

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Block 11 Section 87 Belconnen (Major Road)

Notes:

1: 2,000



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Block 12 Section 83 Fyshwick

Notes:

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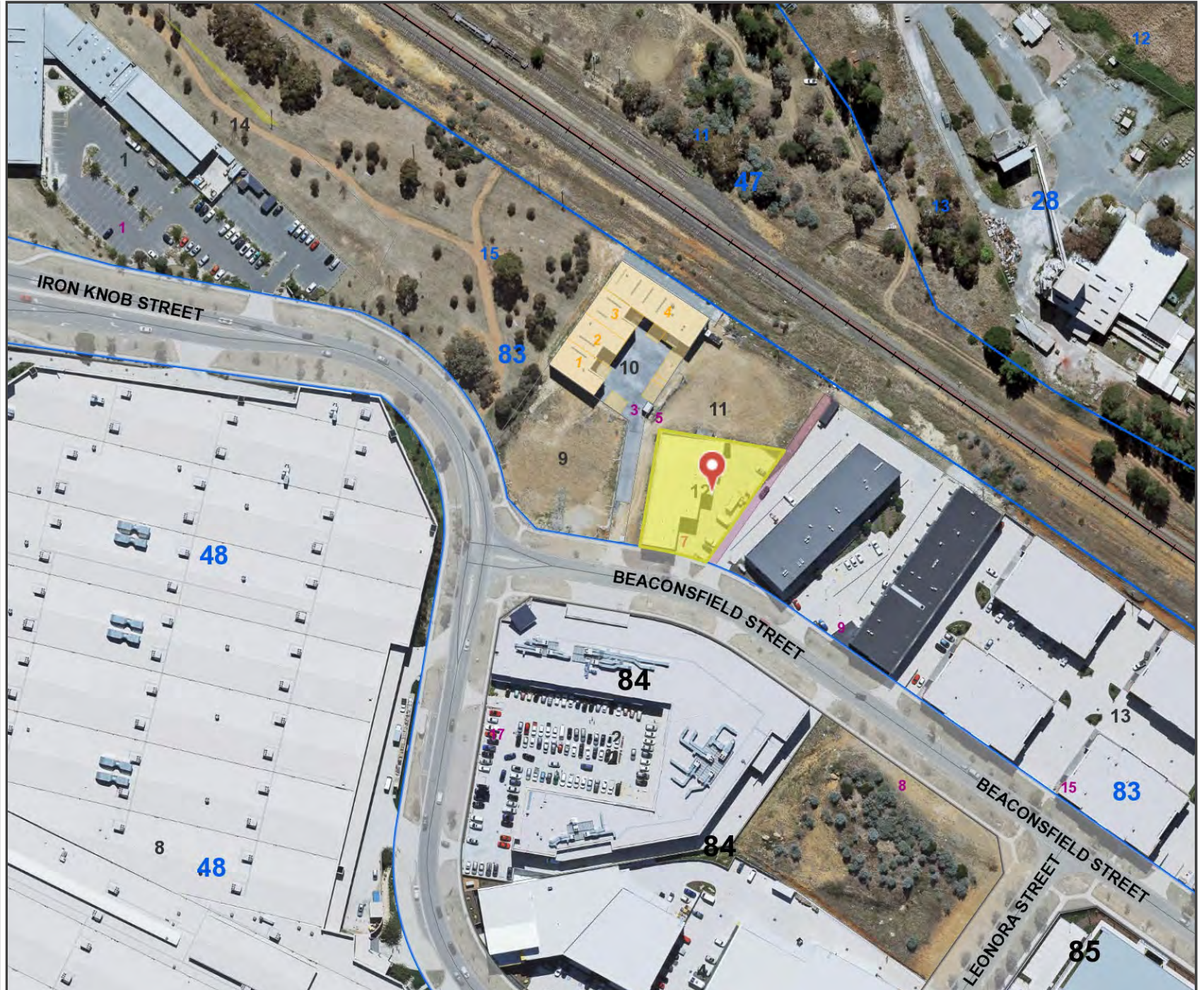
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ACT
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Notes:

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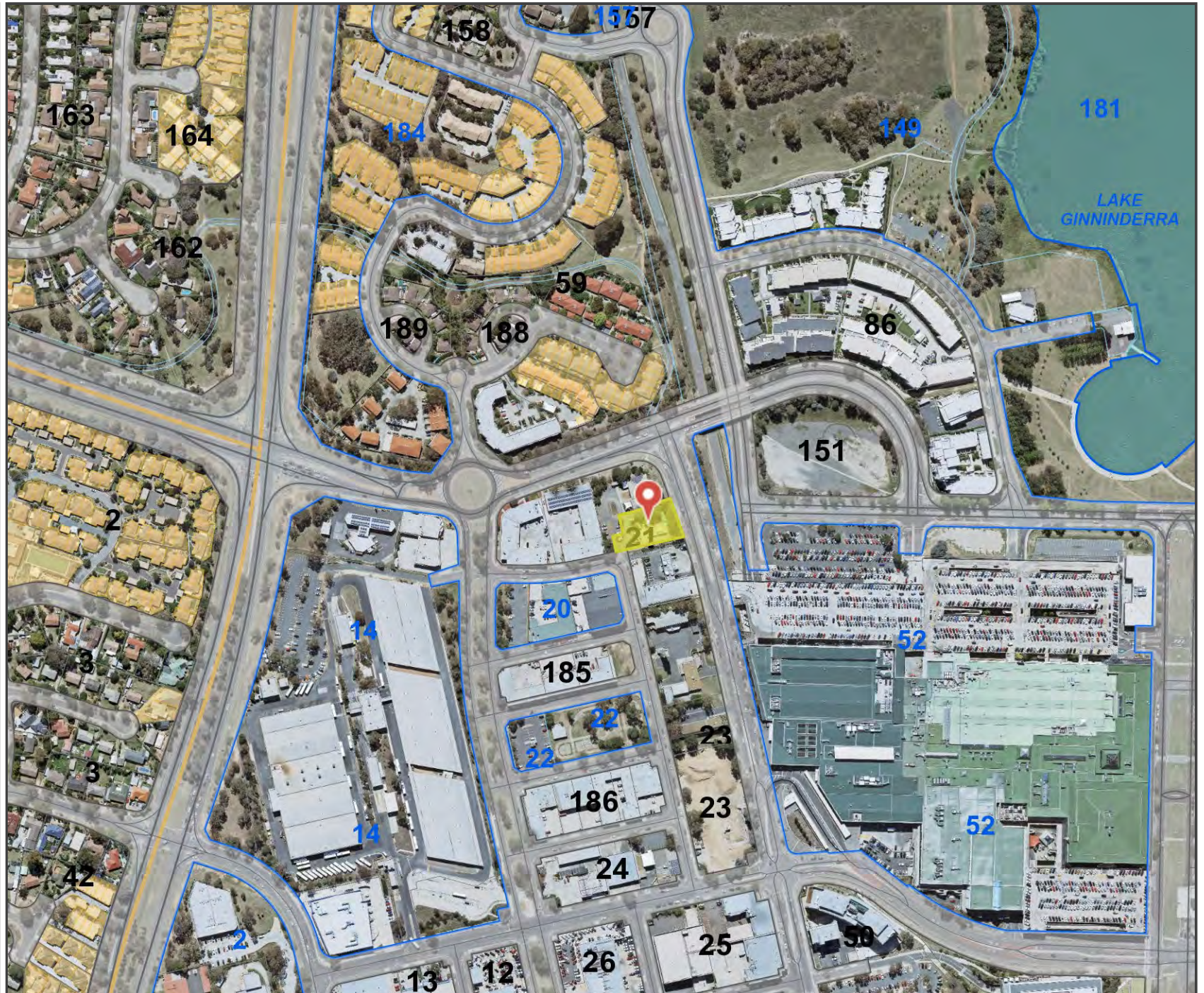
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Block 22 Section 112 Symonston

Notes:

1: 5,000



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ACT
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Block 29 Section
4 Mitchell

Notes:

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DISCLAIMER

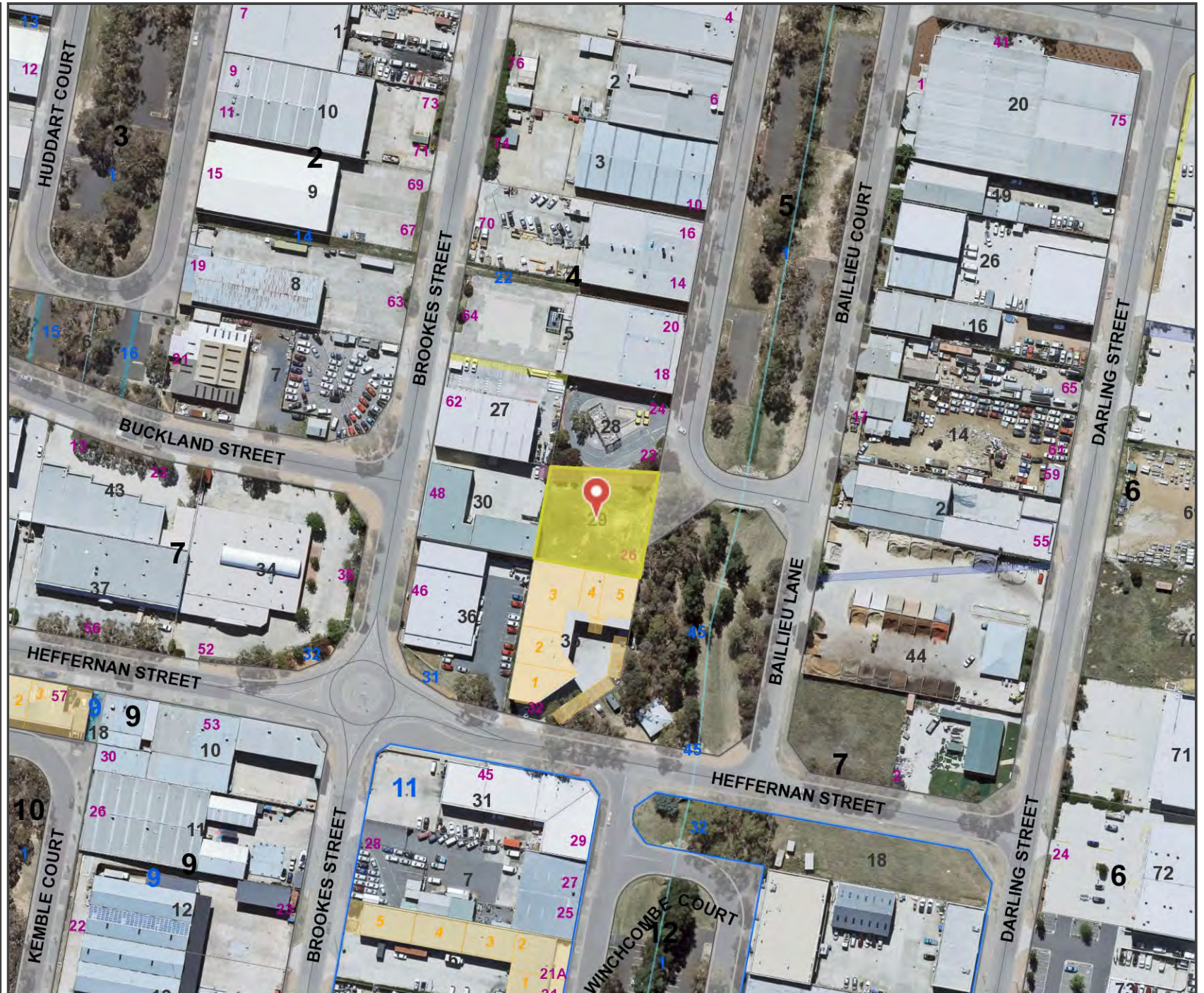
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Attachment N - Comparison of uses CZ3 Services Zone vs IZ2 Industrial Mixed Uses Zone

Assessable Uses as per the respective Development Tables in the Territory Plan

Interpretation (colour of text depicts the interpretation in words below):

- Use permissible in both zones
- Uses unlikely to impact on Childcare Centre Use by their nature and inclusion in other zones that permits Childcare Centre Use.
- Uses that may impact on Childcare Centre Use and for which mitigation measures in building design may be considered
- Uses that is sensitive to Childcare Centre Uses is relative impacts are not considered in Childcare Centre Design (assume statutory impact provisions will be met by this use.

IZ2 Industrial Mixed Uses Zone	CZ3 Services Zone
ancillary use	ancillary use
bulk landscape supplies	
bulky goods retailing	
car park	car park
	civic administration
caretaker's residence	
club	club
	COMMERCIAL ACCOMMODATION USE
communications facility	communications facility
COMMUNITY USE	COMMUNITY USE
consolidation	consolidation
craft workshop	craft workshop
defence installation	
demolition	demolition
development in a location and of a type identified in a precinct map as additional merit track development	development in a location and of a type identified in a precinct map as additional merit track development
drink establishment	drink establishment
emergency services facility	emergency services facility
freight transport facility	freight transport facility
funeral parlour	funeral parlour
general industry	
	home business
indoor entertainment facility	indoor entertainment facility
indoor recreation facility	indoor recreation facility
industrial trades	industrial trades
light industry	light industry
liquid fuel depot	
major road	

I22 Industrial Mixed Uses Zone	CZ3 Services Zone
MAJOR UTILITY INSTALLATION	
minor road	minor road
minor use	minor use
municipal depot	municipal depot
NON RETAIL COMMERCIAL USE	NON RETAIL COMMERCIAL USE
outdoor recreation facility	outdoor recreation facility
parkland	parkland
pedestrian plaza	pedestrian plaza
	place of assembly
plant and equipment hire establishment	plant and equipment hire establishment
	produce market
public transport facility	public transport facility
recyclable materials collection	recyclable materials collection
recycling facility	
	RESIDENTIAL USE
restaurant	restaurant
scientific research establishment	
service station	service station
SHOP	SHOP
sign	sign
store	store
subdivision	subdivision
temporary use	temporary use
	tourist facility
transport depot	transport depot
varying a lease (where not prohibited, code track or impact track assessable)	varying a lease (where not prohibited, code track or impact track assessable)
vehicle sales	vehicle sales
veterinary hospital	veterinary hospital
warehouse	warehouse
waste transfer station	