

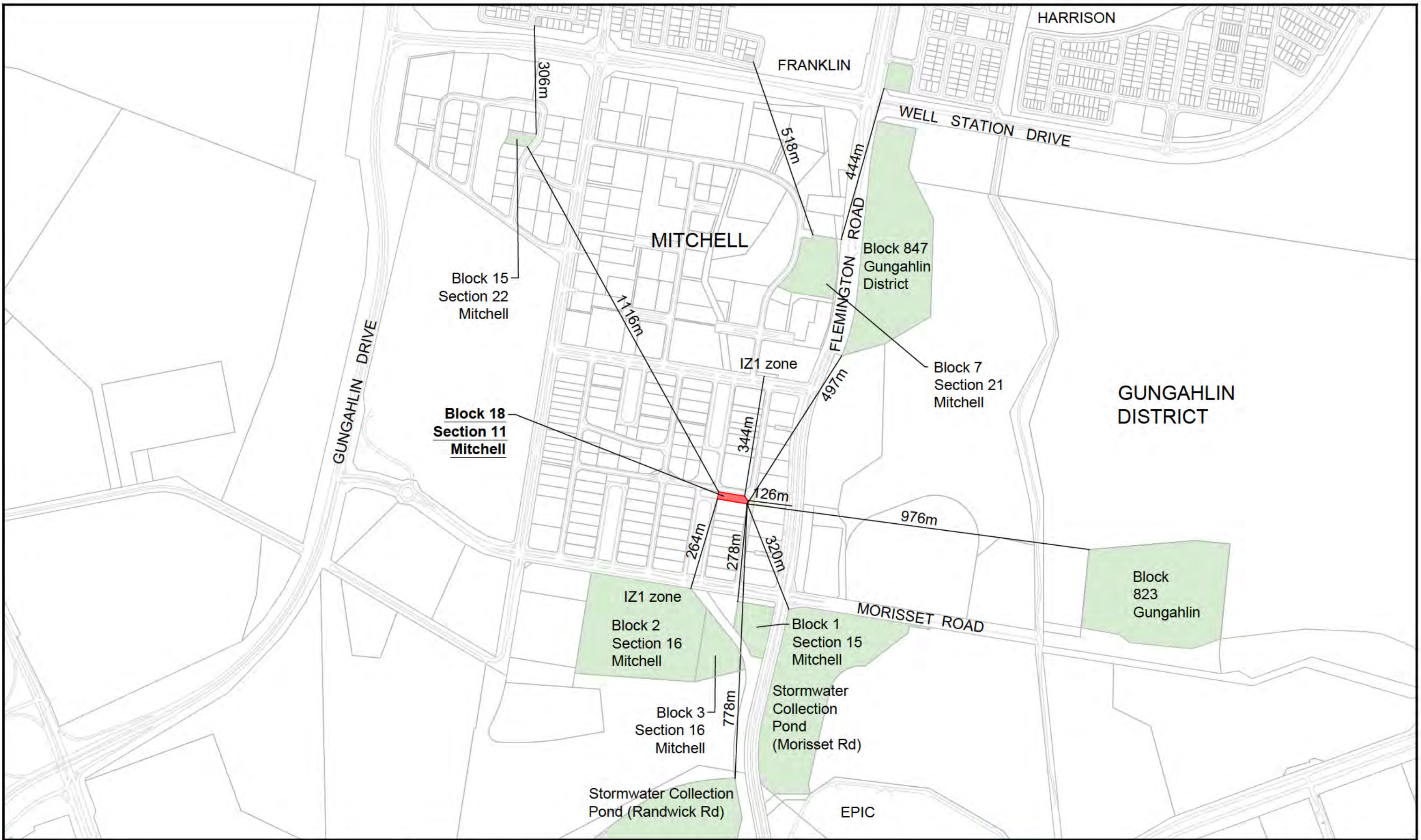
Attachment 3

DA201733198
Response to Condition A2 of NOD

ACAT Expert Witness Statement 

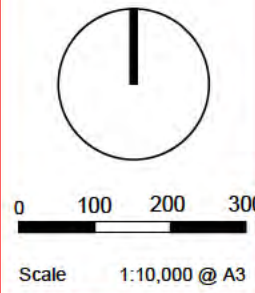
Attachments

- C Subject block location map with distances to surrounding features
- D Subject block surrounding uses map
- E Mitchell block size map
- J Crown Leases for industrial land sold by the ACT Government
- K Maps of other Child Care Centres in the ACT located adjoining high impact uses
- N Comparison of uses CZ3 Services Zone vs IZ2 Industrial Mixed Uses Zone
- O Child Care Centres in the ACT
- P Human Health Risk Assessment



Source data: 1. ACT Government ACTMAPI
 - Cadastral data
 - Aerial imagery (2016 Aerial Photography)
 2. Canberra Town Planning
 - Labels and dimensions

REVISION	DATE	INTL



CANBERRA TOWN PLANNING

Designer
 Drawn nj 07.12.16
 Checked
 Approved

Surrounding Uses Map
 Block 18 Section 11 Mitchell

Drawing No. 1 **Rev A**
 Sheet No. 2 of 2 MITC011018.dwg
 © Canberra Town Planning Pty Ltd ABN 66 131 577 261 A3

Mitchell Territory Plan activity map

Where multiple site uses exist, the highest impact use has been shown as the primary use

Legend

- Multiple block uses

Current Territory Plan land use

- Bulk landscape supplies
- Funeral parlour
- Indoor recreation facility
- Industrial trades
- Light industry
- Non-retail commercial
- Parkland
- Plant equipment hire
- Recycling facility
- Shop
- Store
- Vacant
- Vehicle sales
- Warehouse

Source data: 1. ACT Government ACTMAPI
 - Cadastral data
 2. Canberra Town Planning
 - Activity survey

30 0 30 60 90 120 m



Block sizes and Territory Plan land use zones Mitchell ACT




Unhatched blocks are zoned IZ2

Legend

Territory Plan land use zone

-  IZ1
-  NUZ1 and NUZ3
-  CZ4
-  PRZ1

Block size (sqm)

-  0 - 2500
-  2500 - 4100
-  More than 4100

Source data: 1. ACT Government ACTMAPi
- Cadastral data
2. Canberra Town Planning
- Block size classifications



ORIGINAL

**CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED**

Entered in Register Book Vol. *902*..Folio. *5.2*..



.....Registrar of Titles

J. D. McCLOURE Deputy

22 SEP '83

THE COMMONWEALTH OF AUSTRALIA

AUSTRALIAN CAPITAL TERRITORY

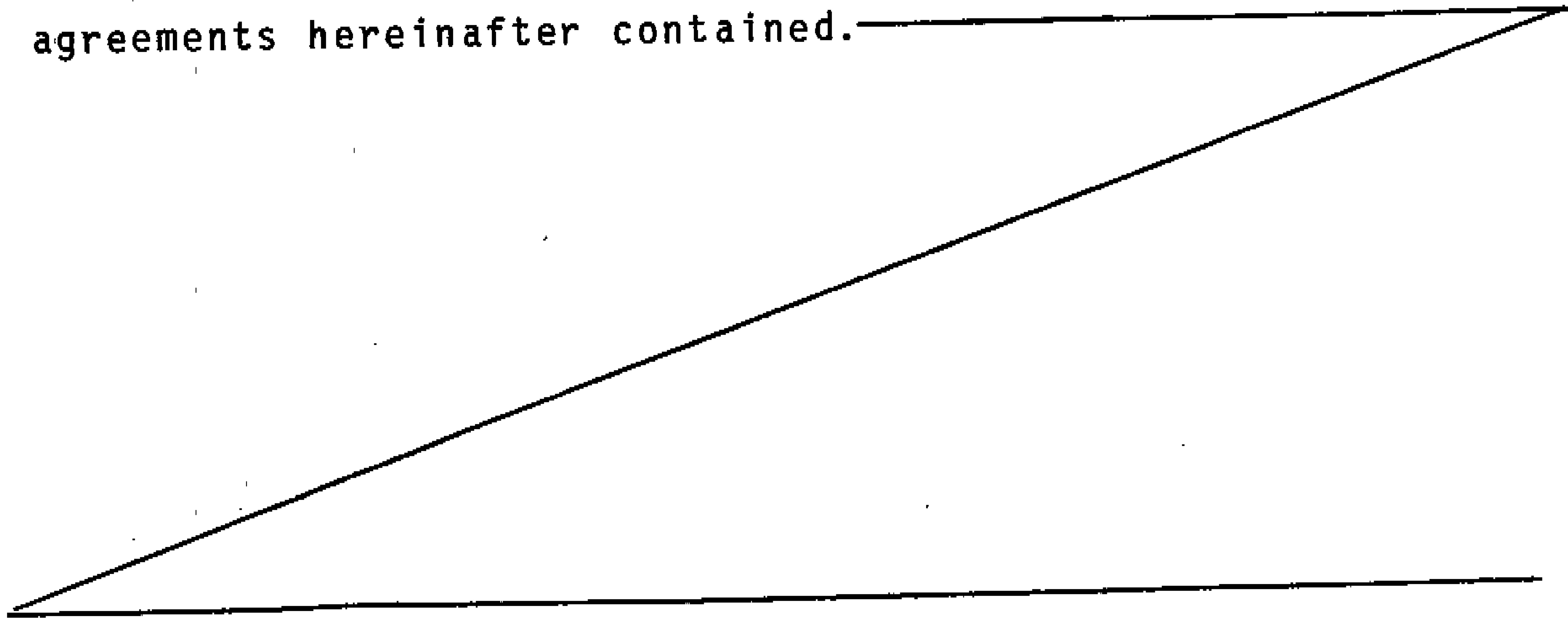
CITY AREA LEASES ORDINANCE 1936

LEASE GRANTED pursuant to the City Area Leases Ordinance 1936 and the Regulations thereunder on the *Nineteenth* _____ day of *September* _____ One thousand nine hundred and *Eighty three* _____ WHEREBY THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") grants to AUSSAT PTY LTD a company incorporated in the Australian Capital Territory whose registered office is situated at 3rd floor London Court Canberra City in the said Territory (hereinafter called "the Lessee") ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of *1.704* hectares _____ or thereabouts and being Block 3 Section 20 Division of Mitchell as delineated on Deposited Plan Number *6002* _____ in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan annexed hereto (hereinafter referred to as "the land") RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety nine years commencing on the twenty seventh day of June One thousand nine hundred and eighty three (hereinafter referred to as "the date of the commencement of the lease") to be used by the Lessee for the purpose set forth in sub-clause (c) of Clause 3 of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times hereinafter provided and UPON AND SUBJECT TO the covenants conditions and agreements hereinafter contained.

LESSEE

LAND

TERM



INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:

- (a) "building" means the building or any buildings on the land at the date of the commencement of the lease or any building or any buildings constructed on the land in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant amenities and appurtenances thereof and therein contained or if the context so admits any part thereof;
- (b) "gross floor area" means the sum of the gross areas of the floor or 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;
- (c) "Lessee shall -
 - (i) where the Lessee shall consist of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee shall consist 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 the persons and each of them 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;
- (d) "premises" means the land building and all other improvements on the land.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- (a) That the Lessee will pay to the Commonwealth 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 Commonwealth relating thereto and served on the Lessee;
- (b) That any rent or other moneys payable by the Lessee to the Commonwealth under this lease shall be paid to such person as may be authorised by the Commonwealth for that purpose at Canberra in the said Territory without any deduction whatsoever.

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

- (a) That the Lessee will within six months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth for that purpose commence to erect -

a building landscaping, paving and carparking on the land at a cost not less than the sum of fifty thousand dollars

in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Commonwealth;

RENT

MANNER OF PAYMENT OF RENT

COMMENCEMENT OF BUILDING

- COMPLETION OF BUILDING (b) That the Lessee will within twenty four months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth complete the erection of the said building landscaping, paving and carparking in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;
- PURPOSE (c) To use the premises only for the purpose of an earth station for the Australian Domestic Communication Satellite System;
- GROSS FLOOR AREA (d) The maximum gross floor area of the building shall not exceed 17049 square metres;
- CAR PARKING (e) The Lessee shall construct and maintain an approved hardstanding car parking area to accommodate one vehicle per 100m² of the gross floor area of the building;
- SERVICE AREAS (f) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Commonwealth and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (g) That the Lessee will not without the previous approval in writing of the Commonwealth erect any building on the land or make any structural alterations to the premises;
- REPAIR (h) That the Lessee will at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Commonwealth;
- FAILURE TO REPAIR (i) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Commonwealth 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 Commonwealth is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Commonwealth 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 Commonwealth any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Commonwealth in carrying out the work shall be paid by the Lessee to the Commonwealth 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 Commonwealth by the Lessee;
- RIGHT OF INSPECTION (j) To permit any person or persons authorised by the Commonwealth to enter and inspect the premises at all reasonable times and in any reasonable manner;
- RATES AND CHARGES (k) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due.

QUIET ENJOYMENT

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE that the Lessee paying the rent 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 Commonwealth or any person lawfully claiming from or under or in trust for the Commonwealth.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

DETERMINATION

(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 shall have been formally demanded or not); or
- (ii) a building in accordance with sub-clause (a) of Clause 3 of this lease is not commenced within the period specified in the said sub-clause; or
- (iii) a building in accordance with sub-clause (a) of Clause 3 of this lease is not completed within the period specified in sub-clause (b) of the said clause; or
- (iv) the Lessee shall fail to observe or perform any other of the covenants herein contained 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 Commonwealth specifying the nature of such breach

the Commonwealth may determine this lease but without prejudice to any claim which 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 Commonwealth during or after any period referred to in paragraph (ii) or (iii) or (iv) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;

FURTHER LEASE

(c) That if at the expiration of this lease the Commonwealth shall have decided not to sub-divide the land and it is not required for any Commonwealth purpose and shall have declared the land to be available for lease 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 (including re-appraisalment of rent) 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 Commonwealth 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
COMMONWEALTH
POWERS

(e) Any and every right power and or remedy conferred on the Commonwealth or the Minister hereunder or implied by law may be exercised on behalf of the Commonwealth or the Minister as the case may be by:

- (i) the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 or any Statute or Ordinance substituted therefor or the Member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister;
- (ii) an authority or person for the time being authorised by the Minister of State referred to in (i) above, or by law to exercise those powers or functions of the Commonwealth or the Minister; or
- (iii) the person to whom the Minister of State referred to in (i) above, has delegated all his powers or functions under the said City Area Leases Ordinance 1936 or any Statute or Ordinance in substitution therefor.

IN WITNESS whereof the Commonwealth and the Lessee have executed this Lease.

SIGNED SEALED AND DELIVERED

by **ROGER STEPHEN ADCOCK**)
 Delegate of the Minister for)
 and on behalf of the)
 Commonwealth in the presence)
 of:)



COMMISSIONER FOR DECLARATIONS

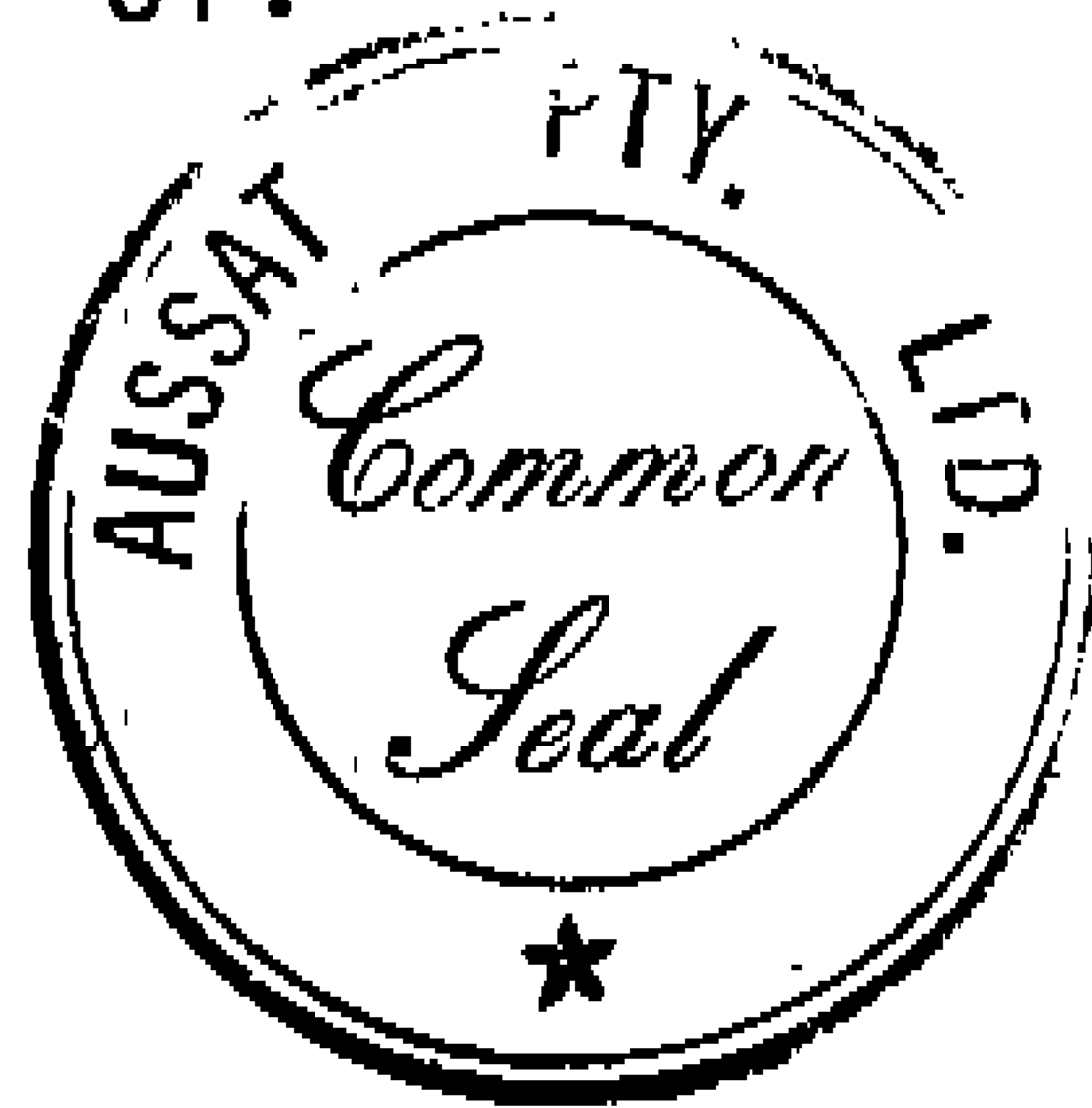
The Common Seal of AUSSAT PTY.)
 LTD was hereunto affixed by)
 authority of the Directors in)
 the presence of:)



Director



Secretary



ORIGINAL

Entered in Register Book Vol 1956 Folio 88

**This is a market value
lease - s238(2)(a)(ii) Planning
and Development Act 2007**



Brett Phillips
Registrar-General

AUSTRALIAN CAPITAL TERRITORY

2 FEB 2011

PLANNING AND DEVELOPMENT ACT 2007

**Australian Capital Territory (Planning and Land
Management) Act 1988 (C'th) (ss 29, 30 & 31)**

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the **4th** day of **November**

Two thousand and ten WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA

LESSEE ("the Commonwealth") in exercising its functions grants to **GUSHERD PTY LTD** A.C.N. 093 033 197 a company having its registered office at 174 Melrose Drive Phillip in the Australian Capital Territory ("the Lessee") ALL THAT piece or

LAND parcel of land situate in the Australian Capital Territory containing an area of **5,737 square metres** or thereabouts and being **Block 3 Section 87 Division of Fyshwick** as delineated on **Deposited Plan Number 10523** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto

TERM the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of ninety nine years commencing on the **4th** day of **November** **Two thousand and ten** ("the date of the commencement of the lease") to be used by the Lessee for the purpose set out in Clause 3(e) of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times provided for in this lease and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

ACT REVENUE OFFICE
 ORIGINAL DULY STAMPED
 Client A/C No 110264
 Assess Basis Liable
 Assessment ID 333775
 Assessed Value \$1,704,000.00
 Duty Paid \$102,170.00
 For Commercial Crown Lease
 Date 22/12/2010 Time 15:11:47

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) “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) “carpark” means the use of land specifically allocated for the parking of motor vehicles;
- (h) “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 2008 and which does not include residential care;
- (i) “class” for a building or structure, means the class of building or structure under the building code (refer to the Building Act 2004);
- (j) “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;

- (k) “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;
- (l) “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;
- (m) “community theatre” means the use of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;
- (n) “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;
- (o) “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;
- (p) “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;
- (q) “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;
- (r) “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;
- (s) “distribution reservoir” means a storage tank associated with the maintenance of pressure and supply in the reticulated water supply system;

- (t) “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;
- (u) “dwelling”:
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (v) “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;
- (w) “emergency services facility” means the use of land for the purpose of providing emergency services and protection for the community;
- (x) “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;
- (y) “freight transport facility” means the use of land used 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;
- (z) “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 funeral chapel and office;

- (aa) “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;
- (bb) “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;
- (cc) “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;
- (dd) “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;
- (ee) “indoor entertainment facility” means the use of land for entertainment where such use is primarily indoors;
- (ff) “indoor recreation facility” means the use of land for sporting activities where such use is primarily indoors;
- (gg) “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;
- (hh) “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;
- (ii) “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;
- (jj) “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;
- (kk) “major electrical sub-station” means switching and transformer equipment handling voltages greater than 66kV;
- (ll) “major gross pollutant trap” means an open trap constructed on main drains to intercept sediment and trash transported in stormwater;
- (mm) “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;
- (nn) “major road” means a road identified within the Transport Services Zone as shown on the Territory Plan Map;
- (oo) “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;

- (pp) “major utility installation” means distribution reservoir, major electrical sub-station, major gross pollutant trap, major pump station, major road, major service conduits, power generation station, treatment plant, tunnel, urban lake, pond and/or retardation basin, and water storage dam;
- (qq) “municipal depot” means the use of land for the storage of any plant, machinery or materials used in the course of a municipal undertaking, whether or not facilities are included for the parking, servicing and repair of plant or machinery;
- (rr) “non retail commercial use” means business agency, financial establishment, office and public agency;
- (ss) “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;
- (tt) “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;
- (uu) “parkland” means the use of land which is unrestricted to public access and which is for recreation, conservation or amenity purposes and includes facilities for the enjoyment and convenience of the public, such as kiosks, carparks, shelters, pavilions, public toilets and the like. The term also includes the use of land for the management of stormwater drainage, for community paths and landscape buffers, and for other minor utility purposes where such uses can be integrated into the open space system;
- (vv) “pedestrian plaza” means an open or sheltered area other than part of a building, used principally for free pedestrian movement in which vehicular traffic is forbidden or limited;
- (ww) “personal service” means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (xx) “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;

- (yy) “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;
- (zz) “power generation station” means equipment and associated buildings constructed for the generation of electricity utilising gas, coal or other fuel sources;
- (aaa) “premises” means the land and any building or other improvements on the land;
- (bbb) “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;
- (ccc) “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 excludes any facilities required for the parking, and manoeuvring of any public transport vehicle;
- (ddd) “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;
- (eee) “recycling facility” means the use of land for the 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;
- (fff) “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;
- (ggg) “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;
- (hhh) “retail plant nursery” means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;

- (iii) “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;
- (jjj) “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;
- (kkk) “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 takeaway food shop;
- (lll) “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;
- (mmm) “supermarket” means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (nnn) “take-away food shop” means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (ooo) “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);
- (ppp) “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;
- (qqq) “treatment plant” means a facility constructed for the purposes of physical, chemical or biological treatment of water supply, sewage or stormwater;
- (rrr) “tunnel” means an underground conduit constructed by tunnelling methods for the purposes of transporting water supply, sewage or other services;
- (sss) “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;
- (tt) “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;
- (uuu) “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;
- (vvv) “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;
- (www) “water storage dam” means a dam constructed for the purposes of impounding water for water supply purposes;
- (xxx) “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;
- (yyy) words in the singular include the plural and vice versa;

(zzz) words importing one gender include the other genders;

(aaaa) 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 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 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 ‘Standards Specifications for Urban Infrastructure Works’;
- (ii) vergeworks 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 for one or more of the following purposes:
 - (i) bulk landscape supplies;
 - (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) 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 LIMITED to a maximum gross floor area of 2,000 square metres;
- (xxii) outdoor recreation facility;
- (xxiii) parkland;
- (xxiv) pedestrian plaza;
- (xxv) plant and equipment hire establishment;
- (xxvi) public transport facility;
- (xxvii) recyclable materials collection;
- (xxviii) recycling facility;
- (xxix) restaurant;
- (xxx) scientific research establishment;
- (xxxii) service station;
- (xxxii) 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;
- (xxxiii) store;
- (xxxiv) transport depot;

(xxxv) vehicle sales;

(xxxvi) veterinary hospital;

(xxxvii) warehouse; and

(xxxviii) waste transfer station;

- CARPARKING (f) That the Lessee shall provide and maintain an approved drained and sealed carparking 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 <u>Planning and Development Act 2007</u> 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.
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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 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 [redacted])
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of)

[redacted]
Delegate

CLINT PETERS
[redacted]
witness
JULIA FORNER

Signed by **GUSHERD PTY LTD**)
(A.C.N. 093 033 197) by:)

[redacted]
Signature

[redacted]
Name in full
(Sale Director)

Director/Secretary pursuant to
S. 127(1)(c) of the
Corporations Act 2001

.....
Signature

.....
Name in full

.....
Director/Secretary

ORIGINAL

Entered in Register Book Vol 2012 Folio 80

**This is a market value
lease - s238(2)(a)(ii) Planning
and Development Act 2007**

19 JAN 2012

Brett Phillips
Registrar-General



AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

**Australian Capital Territory (Planning and Land
Management) Act 1988 (C'th) (ss 29, 30 & 31)**

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the *eighteenth* day of *January* Two thousand and *twelve* WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its

LESSEE functions grants to **Canberra Developments Pty Limited A.C.N. 149 431 354** a company having its registered office at Level 2, 59 Wentworth Avenue, Kingston

LAND in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing **an area of 1,609 square metres** or thereabouts and being **Block 4 Section 89 Division of Fyshwick** as delineated on **Deposited Plan Number 10863** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water

TERM under the surface of the land TO HOLD unto the Lessee for the term of ninety nine years commencing on the *eighteenth* day of *January* **Two thousand and twelve** ("the date of the commencement of the lease") to be used by the Lessee for the purpose set out in Clause 3(c) of this lease only

YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times provided for in this lease and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

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) “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 2008 and which does not include residential care;
- (h) “class” for a building or structure, means the class of building or structure under the building code (refer to the Building Act 2004);
- (i) “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;

- (j) “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;
- (k) “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;
- (l) “community theatre” means the use of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;
- (m) “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;
- (n) “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;
- (o) “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;
- (p) “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;
- (q) “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;
- (r) “distribution reservoir” means a storage tank associated with the maintenance of pressure and supply in the reticulated water supply system;
- (s) “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;

- (t) “dwelling”:
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (u) “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;
- (v) “emergency services facility” means the use of land for the purpose of providing emergency services and protection for the community;
- (w) “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;
- (x) “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 sale or wholesaling from the site;
- (y) “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;

- (z) “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;
- (aa) “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;
- (bb) “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;
- (cc) “indoor entertainment facility” means the use of land for entertainment where such use is primarily indoors;
- (dd) “indoor recreation facility” means the use of land for sporting activities where such use is primarily indoors;
- (ee) “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;
- (ff) “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;
- (gg) “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;
- (hh) “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;
- (ii) “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;
- (jj) “major electrical sub-station” means switching and transformer equipment handling voltages greater than 66kV;
- (kk) “major gross pollutant trap” means an open trap constructed on main drains to intercept sediment and trash transported in stormwater;
- (ll) “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;
- (mm) “major road” means a road identified within the Transport Services Zone as shown on the Territory Plan Map;
- (nn) “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;

- (oo) “major utility installation” means distribution reservoir, major electrical sub-station, major gross pollutant trap, major pump station, major road, major service conduits, power generation station, treatment plant, tunnel, urban lake, pond and/or retardation basin, and water storage dam;
- (pp) “municipal depot” means the use of land for the storage of any plant, machinery or materials used in the course of a municipal undertaking, whether or not facilities are included for the parking, servicing and repair of plant or machinery;
- (qq) “non retail commercial use” means business agency, financial establishment, office and public agency;
- (rr) “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;
- (ss) “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;
- (tt) “personal service” means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (uu) “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;
- (vv) “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;
- (ww) “power generation station” means equipment and associated buildings constructed for the generation of electricity utilising gas, coal or other fuel sources;
- (xx) “premises” means the land and any building or other improvements on the land;

- (yy) “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;
- (zz) “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 excludes any facilities required for the parking, and manoeuvring of any public transport vehicle;
- (aaa) “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;
- (bbb) “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;
- (ccc) “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;
- (ddd) “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;
- (eee) “retail plant nursery” means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (fff) “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;
- (ggg) “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;
- (hhh) “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 takeaway food shop;
- (iii) “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;
- (jjj) “supermarket” means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (kkk) “take-away food shop” means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (lll) “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);
- (mmm) “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;

- (nnn) “treatment plant” means a facility constructed for the purposes of physical, chemical or biological treatment of water supply, sewage or stormwater;
- (ooo) “tunnel” means an underground conduit constructed by tunnelling methods for the purposes of transporting water supply, sewage or other services;
- (ppp) “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;
- (qqq) “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;
- (rrr) “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;
- (sss) “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;
- (ttt) “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;
- (uuu) “water storage dam” means a dam constructed for the purposes of impounding water for water supply purposes;
- (vvv) words in the singular include the plural and vice versa;
- (www) words importing one gender include the other genders;
- (xxx) 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:

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|-----------------------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 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 on the land in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable to such development; |
| PURPOSE | (c) | To use the premises for one or more of the following purposes: <ul style="list-style-type: none">(i) bulk landscape supplies;(ii) caretaker's residence;(iii) club;(iv) communications facility;(v) community use; |

- (vi) craft workshop;
- (vii) defence installation;
- (viii) drink establishment;
- (ix) emergency services facility;
- (x) freight transport facility;
- (xi) funeral parlour;
- (xii) general industry;
- (xiii) indoor entertainment facility;
- (xiv) indoor recreation facility;
- (xv) industrial trades;
- (xvi) light industry;
- (xvii) liquid fuel depot;
- (xviii) major utility installation;
- (xix) municipal depot;
- (xx) non retail commercial use LIMITED to a maximum gross floor area of 2,000 square metres;
- (xxi) outdoor recreation facility;
- (xxii) plant and equipment hire establishment;
- (xxiii) public transport facility;
- (xxiv) recyclable materials collection;
- (xxv) recycling facility;
- (xxvi) restaurant;
- (xxvii) scientific research establishment;
- (xxviii) service station;
- (xxix) 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;

(xxx) store;

(xxxii) transport depot;

(xxxiii) vehicle sales;

(xxxiv) veterinary hospital;

(xxxv) warehouse; and

(xxxvi) waste transfer station;

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|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CARPARKING | (d) That the Lessee shall provide and maintain an approved drained and sealed carparking 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 | (e) 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 | (f) 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 | (g) 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 | (h) 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 <u>Tree Protection Act 2005</u> , applies; |

- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (i) 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 (j) 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 (k) 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 (l) 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 (m) 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 (n) 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 (o) 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) 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 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 [redacted])
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of)

STEPHEN TERRACINI

[redacted]
Delegate
[redacted]
Witness

Signed by **Canberra Developments Pty**)
Limited (A.C.N. 149 431 354) by:)

[redacted]
Signature

[redacted]
Name in full

Sole Director/Secretary
.....
Director/Secretary

.....
Signature

.....
Name in full

.....
Director/Secretary

ORIGINAL

Entered in Register Book Vol 22 14 Folio 38

**This is a market value
lease - s238(2)(a)(ii) Planning
and Development Act 2007**

David Snowden
Registrar-General



AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

- 5 APR 2016

**Australian Capital Territory (Planning and Land
Management) Act 1988 (Cth) (ss 29, 30 & 31)**

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the *Eight* day of *March* Two thousand and *Sixteen* WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to

LESSEE **CROCON SERVICES PTY LTD A.C.N. 126 391 991** a company having its registered office at c/- R J Newham and Associates Level 1, 51 Jenke Circuit Kambah in the Australian Capital Territory (the Lessee") ALL THAT piece or

LAND parcel of land situate in the Australian Capital Territory containing **an area of 1,513 square metres** or thereabouts and being **Block 29 Section 4 Division of Mitchell** as delineated on **Deposited Plan Number 11161** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto

TERM the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of ninety nine years commencing on the *Eight* day of *March* **Two thousand and Sixteen** ("the date of the commencement of the lease") to be used by the Lessee for the purpose set out in Clause 3(d) of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times provided for in this lease and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.