

ORIGINAL

Entered in [redacted]



Michael Ockwell

AUSTRALIAN CAPITAL TERRITORY Registrar-General

7 JUL 2006

LAND (PLANNING AND ENVIRONMENT) ACT 1991

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

ACT REVENUE OFFICE
ORIGINAL DUTY STAMPED
Client A/C No 104186
Assess Basis Liable
Assessment ID 78018
Assessed Value [redacted]
Duty Paid [redacted]
For Commercial Land & Improve
ment
Date 25/05/2006 Time 11:17:49

LEASE GRANTED pursuant to the Land (Planning and Environment) Act 1991 and the regulations thereunder on the 31st day of May Two thousand and six to WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in LESSEE exercising its functions grants to GUNGAHLIN GOLF INVESTMENTS PTY LTD A.C.N. 116 592 637 a company having its registered office at [redacted] [redacted] 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 **90,320 square metres** or thereabouts and being **Block 2 Section 85 Division of Nicholls** and containing an area of **126 square metres** or thereabouts between datum levels **RL 626.92 to RL 629.42** and **RL 626.85 to RL 629.35** or thereabouts and being **Block 1 Section 163 Division of Nicholls** and containing an area of **118 square metres** or thereabouts between datum levels **RL 634.265 to RL 636.765** and **RL 634.225 to RL 636.725** or thereabouts and being **Block 1 Section 165 Division of Nicholls** as delineated on Deposited Plan Number 10210 in the Registrar-General's Office in Canberra in the said Territory and containing an area of **30,650 square metres** or thereabouts being **Block 11 Section 86 Division of Nicholls** and containing an area of **398,200 square metres** or thereabouts being **Block 14 Section 86 Division of Nicholls** as delineated on Deposited Plan Number 10211 in the Registrar-General's

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Office in Canberra in the said Territory and containing an area of **93,020 square metres** or thereabouts being **Block 11 Section 88 Division of Nicholls** and containing an area of **9,866 square metres** or thereabouts and being **Block 2 Section 157 Division of Nicholls** and containing an area of **12 square metres** or thereabouts between datum levels **RL 607.195 to RL 609.595** and **RL 607.185 to RL 609.585** or thereabouts and being **Block 5 Section 156 Division of Nicholls** as delineated on Deposited Plan Number **10209** in the Registrar-General's Office in Canberra in the said Territory and containing an area of **187,100 square metres** or thereabouts and being **Block 21 Section 89 Division of Nicholls** and containing an area of **65,620 square metres** or thereabouts and being **Block 22 Section 89 Division of Nicholls** and containing an area of **13 square metres** or thereabouts between datum levels **RL 628.20 to RL 630.50** and **RL 628.21 to RL 630.51** or thereabouts and being **Block 24 Section 89 Division of Nicholls** and containing an area of **69 square metres** or thereabouts between datum levels **RL 618.67 to RL 621.17** and **RL 618.745 to RL 621.245** or thereabouts and being **Block 1 Section 164 Division of Nicholls** as delineated on Deposited Plan Number **10212** in the Registrar-General's Office in Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals TO HOLD unto the Lessee for the term of ninety nine years commencing on the *31st* day of *May* **Two thousand and six** ("the date of the commencement of the lease") to be used by the Lessee for the purpose set forth in Clause 3(a) 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.

TERM

INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:
 - (a) "ancillary" means associated with and directly related to, but incidental and subordinate to the predominant use;

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- (b) "Authority" means the Australian Capital Territory Planning and Land Authority established by section 7 of the Planning and Land Act 2002;
- (c) "blacksmith's shop" means the corrugated galvanized iron shed situated upon the land, such structure being a Heritage Place for the purposes of the Heritage Act 2004;
- (d) "building" means any building or structure, as those terms are defined in section 222 of the Land (Planning and Environment) Act 1991, which requires approval under Part 6 of that Act;
- (e) "child care centre" means the use of the 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;
- (f) "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 premises under the Liquor Act 1975;
- (g) "commercial accommodation unit" means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;
- (h) "community use" means a child care centre, a community activity centre, a community theatre, a cultural facility, an educational establishment, a health facility, a hospital, a place of worship, and/or a religious associated use;
- (i) "Deposited Plans" mean Deposited Plans Number 10209, 10210, 10211 and 10212 in the Registrar-General's Office in Canberra in the said Territory;

- (j) "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;
- (k) "indoor recreation facility" means the use of the land for sporting activities where such use is primarily indoors;
- (l) "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;
- (m) "maintenance facility" means a building used for the management or storage of any plant, machinery or materials used in the course of maintaining the existing golf course and improvements;
- (n) "outdoor recreation facility" means the use of the land for a recreation facility serving the sporting needs of the people where the activities are undertaken predominantly outdoors;
- (o) "premises" means the land and any building or other improvements on the land;
- (p) "pump house" means a building containing a pump station used for the abstraction and dispersion of water by pumping and includes all associated pipes;
- (q) "RL" means the reduced level of Australian height datum (in metres above sea level);

- (r) "shop" means the use of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services;
- (s) "service provider" means
 - (i) the Territory;
 - (ii) an entity licensed to provide a "utility service" within the meaning of the Utilities Act 2000; or
 - (iii) a licensed "carrier provider" within the meaning of the Telecommunications Act 1997(Cth);
- (t) "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);
- (u) words in the singular include the plural and vice versa;
- (v) words importing one gender include the other genders.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

- (a) That the Lessee shall pay to the Authority rent at the rate of [redacted] 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 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:

PURPOSE

- (a) To use the premises for the following purposes:
- (i) outdoor recreation facility that must consist of a golf course with grassed greens and a minimum of eighteen (18) holes that may include practice fairways and putting greens;
 - (ii) Block 11 Section 86 Division of Nicholls or Block 14 Section 86 Division of Nicholls for each of the following purposes:
 - (1) indoor recreation facility including an indoor swimming pool, gymnasium, spa and sauna PROVIDED ALWAYS THAT the length and breadth of the indoor swimming pool shall not be less than 20.0 metres and 8.4 metres respectively; and
 - (2) outdoor recreation facility including two full size tennis courts; and
 - (3) club including a golf club building, restaurant and ancillary facilities PROVIDED ALWAYS THAT such use is ancillary to the predominant use of Block 11 Section 86 Division of Nicholls or Block 14 Section 86 Division of Nicholls as an outdoor recreation facility or indoor recreation facility;
 - (iii) IN ADDITION to the purposes permitted by Clause 3(a)(ii) Block 11 Section 86 Division of Nicholls may also be used for the purpose of:
 - (1) a shop restricted to the retail and hire of sporting and/or leisure goods PROVIDED ALWAYS THAT the gross floor area of the shop shall not exceed 350 square metres;
 - (2) commercial accommodation unit; and/or
 - (3) community use restricted to a child care centre PROVIDED ALWAYS THAT such use is ancillary to the predominant use of Block 11 Section 86 Division of Nicholls as an indoor recreation facility or outdoor recreation facility AND PROVIDED FURTHER

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THAT the combined gross floor area of any child care centre or centres on Block 11 Section 86 Division of Nicholls and/or Block 14 Section 86 Division of Nicholls shall not exceed 450 square metres;

(iv) IN ADDITION to the purposes permitted by clause 3(a)(ii) Block 14 Section 86 Division of Nicholls may also be used for one or more of the following purposes:

- (1) outdoor recreation facility;
- (2) indoor recreation facility; and/or
- (3) child care centre PROVIDED ALWAYS THAT such use is ancillary to the predominant use of Block 14 Section 86 Division of Nicholls as an indoor recreation facility or outdoor recreation facility AND PROVIDED ALWAYS THAT the combined gross floor area of any child care centre or centres on Block 11 Section 86 Division of Nicholls and/or Block 14 Section 86 Division of Nicholls shall not exceed 450 square metres;

(v) Block 2 Section 157 Division of Nicholls only for a maintenance facility, pump house and blacksmith's shop;

(iv) Block 24 Section 89 Division of Nicholls, Block 5 Section 156 Division of Nicholls, Block 1 Section 163 Division of Nicholls, Block 1 Section 164 Division of Nicholls and Block 1 Section 165 Division of Nicholls only for access;

GROSS FLOOR AREA

(b) That the combined gross floor area of all buildings erected on the land, excluding maintenance facilities, shall not be less than 2,300 square metres and shall not exceed 15,000 square metres PROVIDED ALWAYS THAT the combined gross floor area of all buildings erected on Block 11 Section 86 Division of Nicholls shall not exceed 10,000 square metres;

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PUBLIC USE

- (c) That the Lessee shall permit persons to play on the golf course and use other recreational facilities constructed on the said land upon payment of fees prescribed by the Lessee at all such times as the course and other facilities are not required by the Lessee for:
- (i) major championships or tournaments;
 - (ii) club competition;
 - (iii) course maintenance and repair; or
 - (iv) such other purpose as the Authority may from time to time determine;

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;

CLEAN AND TIDY

- (e) That the Lessee shall at all times keep the premises and the unleased Territory land referred to as "Territory Land" in Diagram 2 and Diagram 3 on Deposited Plan Number 10210 and Diagram 5 on Deposited Plan Number 10212 clean and tidy, free from debris, dry herbage, rubbish and other unsightly or offensive matter PROVIDED ALWAYS THAT should the Lessee fail to do so the Authority may at the cost of the Lessee cause any matter or thing to be removed from the premises and restore the premises to a clean and tidy condition;

LANDSCAPING

- (f) That the Lessee shall provide and maintain landscaping on the land at the Lessee's expense to a standard acceptable to the Authority;

FENCING

- (g) That the Lessee shall provide maintain repair and replace existing boundary fences to a standard acceptable to the Authority;

SIGNS

- (h) That the Lessee shall not display or permit to be displayed on the premises any advertisement sign or hoarding without the previous consent in writing of the Authority;

EASEMENT FOR ACCESS FOR REPAIRS AND MAINTENANCE BY SERVICE PROVIDERS

- (i) That the Lessee grants to the service provider/s its servants and agents the right and liberty to enter upon the land for the purposes of inspecting maintaining clearing repairing and replacing the line of pipes, telecommunication lines and/or power lines located within the easements identified as "proposed sewerage service easement", "proposed drainage and sewerage service easement", "proposed drainage and water supply service easement",

"proposed drainage service easement", "proposed electric supply service easement", "proposed water supply service easement", "proposed sewerage drainage and water supply service easement", "proposed telecom, gas, drainage and water supply service easement" and "proposed drainage and sewerage service and access easement" on the Deposited Plans PROVIDED THAT in exercising any right of entry upon the land such persons shall:

- (i) enter the land only at reasonable times between 9.00 am and 5.00 pm and after giving 24 hours prior written notice to the Lessee and occupiers of the land except in the case of an emergency;
- (ii) cause as little disturbance to the Lessee and occupiers of the land as shall be reasonably possible; and
- (iii) promptly repair any damage caused to the land or any structures on it whilst exercising the rights reserved in this lease;

NO CONSTRUCTION ON EASEMENTS

- (j) That the Lessee shall not place or construct, nor permit to be placed or constructed, a building or structure (including fencing) or any part of a building or structure (including fencing) on any part of the land comprising the easements referred to in Clause 3(i) of this lease;

EASEMENT FOR ACCESS FOR REPAIRS AND MAINTENANCE BY THE TERRITORY

- (k) That the Lessee grants to the Territory, its servants and agents the right and liberty to enter upon the land for the purposes of carrying out repairs and/or maintenance to the underpass structures located within Block 24 Section 89 Division of Nicholls, Block 5 Section 156 Division of Nicholls, Block 1 Section 163 Division of Nicholls, Block 1 Section 164 Division of Nicholls and Block 1 Section 165 Division of Nicholls and in this regard shall not make any claim for compensation in respect of any loss or damage suffered as a result of repairs and/or maintenance to the underpass structures PROVIDED THAT in exercising any right of entry upon the land the Territory its servants and agents shall:

- (i) enter the land only at reasonable times between 9.00 am and 5.00 pm and after giving 24 hours prior written notice to the Lessee and occupiers of the land except in the case of an emergency;
- (ii) cause as little disturbance to the Lessee and occupiers of the land as shall be reasonably possible; and

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(iii) promptly repair any damage caused to the land or any structures on it whilst exercising the rights reserved in this lease;

(l) That the Lessee shall pay to the Territory all costs and expenses incurred by the Territory in carrying out any repairs referred to in Clause 3(k) that are necessary as a result of the conduct of the Lessee its servants agents or invitees 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 Territory by the Lessee;

INDEMNITY

(m) That the Lessee shall indemnify and keep indemnified the Commonwealth the Territory their servants and agents from all actions claims suits and demands brought maintained or made against the Commonwealth the Territory their servants or agents by any person or body of persons arising out of the occupation or use of the premises by the Lessee its servants or agents or arising out of the failure of the Lessee to observe the covenants herein contained;

PRESERVATION OF TREES

(n) 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; or

(ii) to which the Tree Protection (Interim Scheme) Act 2001, or any Act in substitution therefore, applies;

SERVICE AREAS

(o) 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

(p) That the Lessee shall not without the previous approval in writing of the Authority erect any building or fence, or make any structural alterations to any building, on the land;

REPAIR

(q) 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

(r) 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

(s) Subject to the provisions of the Land (Planning and Environment) Act 1991 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

(t) 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.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET ENJOYMENT

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 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) the land is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iii) 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 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) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by subclause (a) of this Clause;

FURTHER LEASE

- (c) Subject to the provisions of the Land (Planning and Environment) Act 1991 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 and or remedy conferred on the Commonwealth or Territory hereunder 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) the authority or person to whom the Authority has delegated all its powers or functions under the Planning and Land Act 2002 or any statute, ordinance or regulation substituted therefore.

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])

[redacted]

 Delegate

[redacted]

 Witness

Signed by **GUNGAHLIN GOLF**)
INVEST)
 (A.C.N. [redacted]))

[redacted]

 [redacted]

Name in full

DIRECTOR

Director/Secretary

[redacted]

 [redacted]

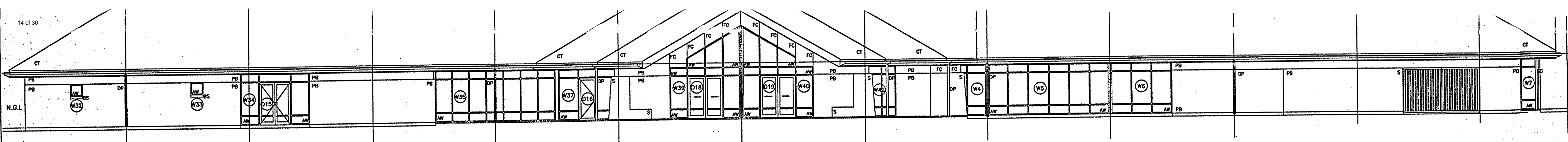
Name in full

DIRECTOR

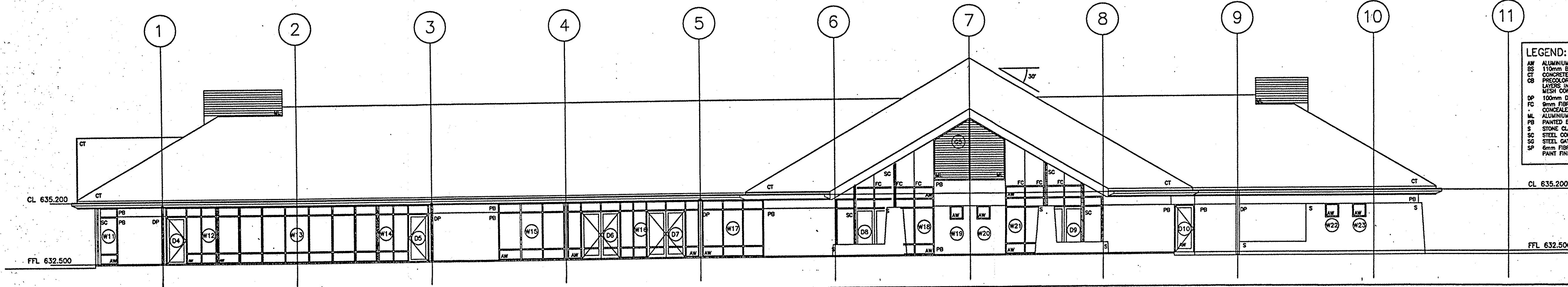
Director/Secretary

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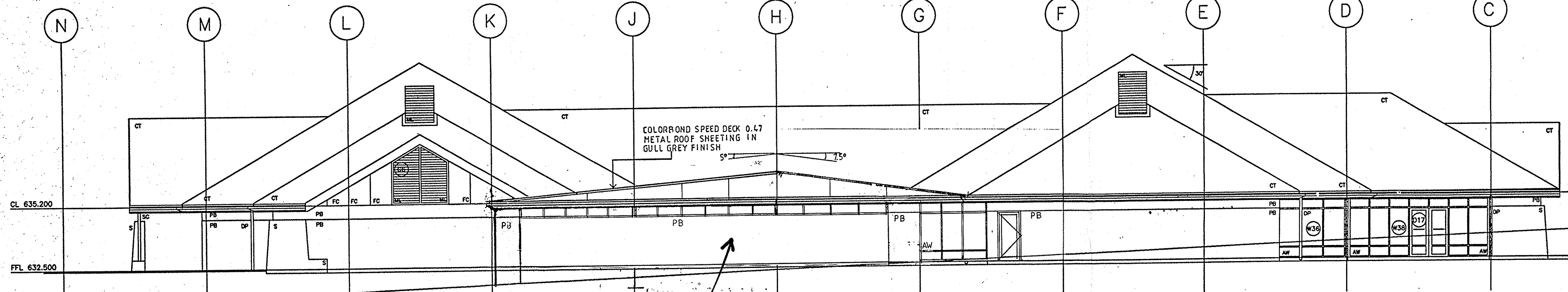
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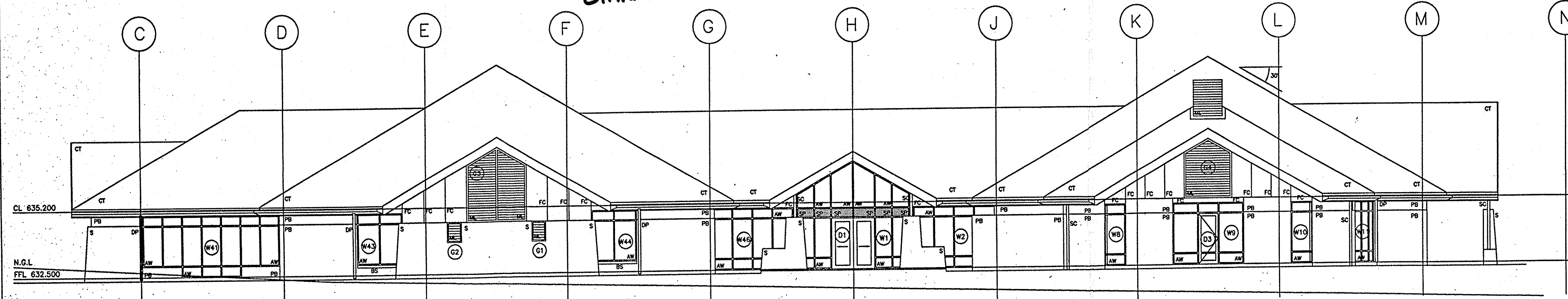
NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION

LEGEND:

- AW ALUMINIUM WINDOW SUITE AS SPEC.
- BS 110mm BRICK SILL ON EDGE
- CT CONCRETE ROOF TILES 40 DEG. PITCH
- DB PRECOLORBOND ROOF SHEETING WITH 2 LAYERS INSULATION & REFLECTIVE FOL. & WIRE MESH CONNECTED TO WALL OR WINDOW HEAD
- DP 100mm DIA. PRECOLORBOND DOWNPIPE
- FC 6mm FIBRE CEMENT PANELS TO FRAMING
- CONCEALED SCREW FIX AS SPEC.
- ML ALUMINIUM LOUVER FINISH AS SPECIFIED
- PB PAINTED BRICKWORK AS SPECIFIED
- S STONE CLADDING
- SC STEEL COLUMN FINISH AS SPEC.
- SG STEEL GATE FINISH AS SPEC.
- SP 6mm FIBRE CEMENT SPANDREL PANEL PAINT FINISH TO MATCH FRAMES

4	BA AMENDMENTS SERVICE YARD STONEMWORK DELETED FOR CONSTRUCTION	OCT 99
3	FOR TENDER	MAR 99
2	FOR TENDER	FEB 99
1	PRE TENDER ISSUE	FEB 99

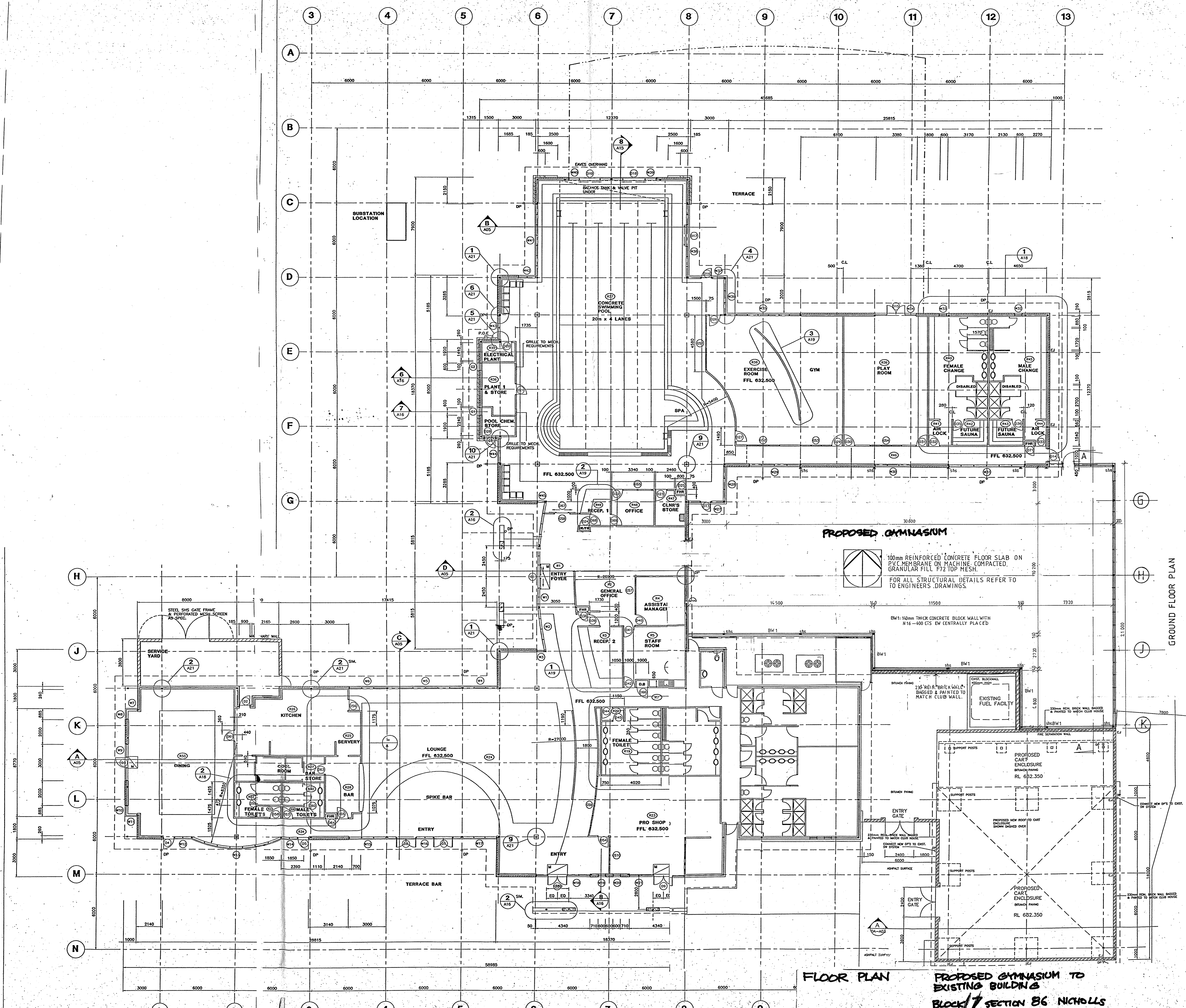
1	FOR D.A APPROVAL	FEB 02
ISSUE	REV	REVISION
NO	DESCRIPTION	APPROV DATE

37 CANBERRA AVENUE
 FORREST ACT 2603
 TEL 02 62951433
 FAX 02 62953192

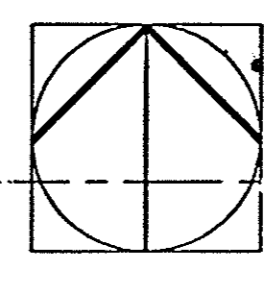
Project
 GOLD CREEK COUNTRY CLUB
 GUNGAHLIN A.C.T
 NICHOLLS
 BLOCK 77
 SECTION 86

title
EAST ELEVATIONS OF PROPOSED GYMNASIUM

scale	1:100	date	OCTOBER 99	cod file
drawn	S.B	checked		verified
drawing number	9808-A04	REVISION	4	



PROPOSED GYMNASIUM



100mm REINFORCED CONCRETE FLOOR SLAB ON PVC MEMBRANE ON MACHINE COMPACTED GRANULAR FILL F72 TOP MESH.
FOR ALL STRUCTURAL DETAILS REFER TO ENGINEERS DRAWINGS.

BW1: 140mm THICK CONCRETE BLOCK WALL WITH N16-600 CTS EW CENTRALLY PLACED

EXIST. BUDIDOMAL 200mm 200mm
235mm REINFORCED WALLS, BAGGED & PAINTED TO MATCH CLUB WALL.

PROPOSED CART ENCLOSURE BETWEEN PAVING RL 652.350

PROPOSED NEW ROOF TO CART ENCLOSURE SHOWN DASHED OVER

PROPOSED CART ENCLOSURE BETWEEN PAVING RL 652.350

FLOOR PLAN

PROPOSED GYMNASIUM TO EXISTING BUILDING
Block 7 SECTION 86 NICHOLLS



NOTICE OF DECISION

UNDER PART 6 OF THE *LAND (PLANNING AND ENVIRONMENT) ACT 1991*

APPLICATION NO: 200603233 DATE LODGED: 30/06/2006

BLOCK : 11 SECTION : 86 SUBURB : NICHOLLS
ADDRESS: 50 Curran Drive
APPLICANT : N.Hatzidoulis & Associates
LESSEE : Gungahlin Golf Investments Pty Ltd

1. THE PROPOSAL

The application seeks approval for alterations and addition of a gymnasium to the existing building.

2. THE DECISION

The "relevant authority" in relation to this application as defined in section 222 of the *Land (Planning and Environment) Act 1991* (the Land Act), is the Planning and Land Authority.

I, Michaela Watts, delegate of the Planning and Land Authority, pursuant to section 230 of the Act hereby **approve** the application subject to the following conditions imposed pursuant to section 245 of the Act:

General

1. that the development is to be carried out only in accordance with the following:

- (a) drawings submitted by N.Hatzidoulis & Associates for the Gold Creek Country Club

Drawing title	Number	Date
Site Plan Proposed Gymnasium	DA – A01	Feb 02
East Elevation of Proposed Gymnasium	9808 – A04	Oct 99
Section A –A Proposed Gymnasium		
Floor Plan Proposed Gymnasium to Existing Building;		
Tree Management Plan	T01 Revision 1	Feb 02

- (b) any amendments to those drawings or other items and additional drawings or other items approved or accepted in accordance with the following conditions;

Where there is an inconsistency between the drawings and items listed above and the following conditions, the conditions shall firstly prevail, then the amended or additional drawings or items, to the extent of that inconsistency;

Completion

2. that the approved development shall be completed within 24 months from the date of this approval or within such further time as may be approved in writing by the Planning and Land Authority;

Notes:

1. *Under section 251 of the Land Act this approval will expire if the development is not commenced within two years after the date of approval. There is no provision in the Land Act to extend the period specified for commencement.*
2. *Under section 252 the applicant may apply to the Planning and Land Authority for any extension to the period specified for completion, but such an application must be made within the original period specified for completion.*

Tree Damaging Activity

3. That any tree damaging activity shall be in accordance with the approved Tree Management Plan listed under section 1. (a) of this decision.

Tree Protection

4. that the applicant/lessee shall protect and maintain in accordance with Canberra Landscape Guidelines all existing trees and shrubs located on the subject site, on adjoining blocks overhanging the subject site, on the verge and unleased Territory land immediately adjacent, except for those specifically identified for removal in the approved drawings and/or a Tree Management Plan. Tree protection fencing, if required, shall be erected prior to the commencement of any work on the site;

Note: *No Approval is given for Tree Damaging Activity as defined in the Tree Protection Act 2005. Appendix 1 contains relevant advice. A Tree Management Plan is required where it is proposed to undertake groundwork within the tree protection zone of a protected tree or likely to cause damage to, or remove, any trees defined as protected trees under the Tree Protection Act 2005. Appendix 1 contains relevant advice.*

3. **DATE THAT THIS APPROVAL TAKES EFFECT**

Unless a condition of approval provides for otherwise this approval is effective from the date of this notice. The effective date could be adjusted if the approval is reconsidered by the Planning and Land Authority or if an application is made to the ACT Administrative Appeals Tribunal.

4. REASONS FOR THE DECISION

The application was approved because, in the form modified by the imposed conditions, it was considered to be consistent with the Territory Plan based on the documents listed in section 5 below.

5. EVIDENCE

Application No – 200603233

File No – DA200603233

The Territory Plan Part A – General Principles and Policies

The Territory Plan Part B8

Current Crown lease (Vol 1776 :Folio 69)

Agency comments



Michaela Watts

Delegate of the Planning and Land Authority

3 November 2006

APPENDIX 1

6. Contact Telephone Numbers – Relevant Government Agencies**ACT PLANNING AND LAND AUTHORITY****Development Assessment**

DA Enquiries Michaela Watts	6207 1831
Applications Secretariat	6207 1687

DEPARTMENT OF TERRITORY AND MUNICIPAL SERVICES**Asset Management Services Group**

Asset Acceptance	6207 6594
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CHIEF MINISTER'S DEPARTMENT**Environment ACT**

Environment Protection Unit	6207 9777
Significant trees helpline	6207 9777

ACT HEALTH

Health Protection Service	6205 1700
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OTHERS**Telstra**

Network Planning Engineer (Ted Murray)	6219 1213
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ActewAGL

Location of assets (Dial Before You Dig)	1100
Electricity reticulation (Doug Malcolm)	6293 5738

TransACT

Networks (Craig Seaton)	6229 8000
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7. Further Approvals

The attached notice of decision grants approval for those items listed at section 1.0. Further approvals from the Territory may be required, as follows:

Works on unleased Territory land - design acceptance

In accordance with the *Roads and Public Places Act 1937* no work is to be undertaken on unleased Territory Land without the approval of the Territory. Such approval is only given by way of a certificate of design acceptance from Asset Acceptance, Asset Management Services Group, TAMS. Unless a certificate of design acceptance is obtained, and the respective work completed in accordance with this certificate, a certificate of compliance under s179 of the Land Act, may not be issued. This applies to works such as the construction or upgrading of driveway verge crossings, the replacement of public footpaths, street lighting and verge landscaping.

Use of verges or other unleased Territory land

In accordance with the *Roads and Public Places Act 1937* road verges and other unleased Territory land shall not be used for the carrying out of works, including the storage of materials or waste, without the prior approval of the Territory through Asset Acceptance, TAMS.

Approval required for "Tree Damaging Activity"

Approval from the Conservator of Flora and Fauna is required before a *Tree Damaging Activity* can be undertaken.

Under the *Tree Protection Act 2005* a tree is a *Significant Tree* and protected if it is growing on urban leased land and it has:

- a height of 12 m or more; or
- a circumference of 1.5 m (approx. 0.5 m in diameter) or more at 1 m above ground level; or
- two or more trunks and the total circumference of all the trunks, 1m above ground level, is 1.5m or more ,or
- a minimum crown width of 12 m or more.

Tree Damaging Activity is defined as felling, removing, ringbarking, lopping and topping, poisoning or any ground work under the canopy of a *Significant Tree* or within a 2m wide area out from the canopy, that is likely to harm the health of the tree. Ground work includes building, trenching, changing the soil level and compacting or contaminating the soil.

Maintenance pruning that does not affect the overall appearance of the tree or pruning required for power line clearing is not considered as 'damage' and does not require approval.

These controls are administered by Environment ACT and the decision maker for such applications is the Conservator of Flora and Fauna. An application form for Approval to Undertake a Tree Damaging Activity may be obtained by contacting the Environment ACT.

8. Conditions of Approval

Please read the conditions of your approval carefully. Some will require attention before the approved drawings will be released by the Authority, others before work commences and still others before the completion of building work.

1. Building Approval

Most building work requires Building Approval. If this applies to your proposal you should engage the services of a private building certifier to assess and approve the building plans. A list of private certifiers is available at the ACT Planning and Land Authority Customer Service Centre, 16 Challis Street Dickson. Office hours are 8.30am to 4.30pm, Monday to Friday. The

list is also available on the Authority's website at www.actpla.act.gov.au/bepcon.

9. Reconsideration of the Decision

If you are not satisfied with this decision, you are entitled to apply to the Planning and Land Authority for reconsideration within four weeks of the date of this notice.

Applications forms are available from the Planning and Land Authority Customer Service Centre, 16 Challis Street, Dickson. The completed application, including grounds for the application and the lodgement fee may be lodged at the Customer Service Centre.

Within four weeks of receiving your application, or within such further time as agreed to by you, the Planning and Land Authority will either make a new decision or confirm the original decision.

An application for reconsideration does not prevent an application for a review of the same decision being made to the ACT Administrative Appeals Tribunal (AAT). You should be aware, however, that a reconsideration of the approval by the Planning and Land Authority will be suspended on the day an application for a review of the same decision is made to the AAT.

10. Review of decisions by the Administrative Appeals Tribunal

Reasons

If a decision has been made and you, as the applicant, have not already been given reasons for the decision, you are entitled to apply for a statement of reasons to explain why the decision was made. If you wish to obtain a statement of reasons you must make your request within 28 days of the date of this decision. Applications should be made to the Director, Development and Building Administration Branch, PO Box 1908, CANBERRA ACT 2601.

This provision does not apply to objectors.

Review By The ACT Administrative Appeals Tribunal (AAT)

If your interests are adversely affected by this decision you may apply to the Tribunal for a review.

Decisions that are reviewable by the AAT are identified in Schedule 4 of the *Land (Planning and Environment) Act 1991*.

Contact details for the Tribunal are as follows:

Location:

Tribunals Branch
Magistrates Court
4 Knowles Place
CANBERRA ACT 2601

Postal Address:
GPO Box 370
CANBERRA ACT 2601

Telephone: 02 6217 4261
Facsimile: 02 6217 4505
Document Exchange: DX 5691
Web Address: www.courts.act.gov.au

Powers of the AAT

The Tribunal is an independent body. It can review on their merits a large number of decisions made by ACT Government ministers, officials and statutory authorities.

The Tribunal can agree with; change or reject the original decision; substitute its own decision or send the matter back to the decision maker for reconsideration in accordance with Tribunal recommendations.

How to Apply to the AAT

To apply for a review, simply obtain an application form from the Tribunal or from the web address above. It outlines all the information needed by the Tribunal to process a review promptly.

Generally you should make your request for a review within 28 days of receiving this notice of the decision, but there are some variations to this time limit. The time limit can be extended in some circumstances. Check with the Tribunal Registry for more details.

If you are applying on behalf of an organisation or association of persons, whether incorporated or not, the Tribunal in deciding whether to support this application will consider the effect of the decision being reviewed on the interests of the organisation or association in terms of its objects or purposes. A copy of the relevant documents will be required to be lodged with the Tribunal.

Fees

When lodging an application with the Tribunal you will be required to pay an application fee of not less than \$159 (the Tribunal Registry will advise of the current fee). However, no fee is payable if you are receiving legal or financial assistance from the Attorney-General (see below). If you are unable to pay the application fee you can apply to have the fee waived on the grounds of hardship, subject to approval. Ask at the Tribunal Registry for more details.

You will have to pay any costs involved in preparing or presenting your case.

The ACT Planning and Land Authority will be the Respondent to your case.

Legal Assistance

You may be able to get advice or legal aid from the ACT Legal Aid Office. They can be contacted on 02 6243 3411. You may also apply to the ACT

Attorney General for legal or financial assistance. Decisions to grant assistance are made on the grounds of hardship and that it is reasonable, in all the circumstances, for the assistance to be granted. Write to: The Chief Executive, ACT Department of Justice and Community Safety, GPO Box 158, CANBERRA ACT 2601.

The following organisations can also provide advice and assistance if you are eligible.

- Aboriginal Legal Service: phone 02 6249 8488
- Legal Advice Bureau: phone 02 6247 5700
- ACT Council of the Ageing: phone 02 6282 3777
- Welfare Rights and Legal Centre: phone 02 6247 177

Access To Documents

You may apply for access to any documents you consider relevant to this decision under the *ACT Freedom of Information Act 1989*. For more information on how you can obtain these documents please send your request to: The Manager, Government and Assembly Relations, ACT Planning and Land Authority, PO Box 1908, Canberra ACT 2601 or phone the Customer Services Centre 02 6207 1923.

What The AAT Will Do

After an appeal has been lodged, the Tribunal will notify the decision-maker (respondent) and request that he/she provide a statement setting out his/her findings on material questions of fact, referring to the evidence or material on which those findings were based and giving the reasons for the decision. Also he/she will be required to provide copies of all the documents that were considered relevant to the review of the decision. If you are a party to the appeal (AAT applicant or party joined) the Tribunal will provide you with the decision-maker's statement and related documents (Tribunal Documents or 'T-docs') when they have been received.

Party To A Proceeding

The decision-maker, under direction from the Tribunal, may be required to give notice of the appeal to certain persons who will then be given an opportunity to apply to be joined as a party to the proceedings. When lodging an application to be joined as a party to a proceeding you will be required to pay an application fee of not less than \$159 (the Tribunal Registry will advise of the current fee). Check with the Tribunal Registry for more information on whether your interests would be best served by becoming a party to a proceeding or lodging a separate appeal.

If a person whose interests are affected by the decision applies to be joined as a party, the tribunal may, **in its discretion**, by order, make that person a party to the proceeding.

Directions Hearing

Each party to the appeal will be given notice of a directions hearing which they are required to attend personally or to be represented by another person. At

the directions hearing, the Tribunal may refer the appeal to a registered mediator. The Tribunal will also give directions to the parties, which are to be followed by them if the matter is not referred to mediation or in the event that mediation is not successful in resolving the appeal. You should be in a position at the directions hearing to inform the Tribunal of any problem with your availability or that of your witnesses to attend the hearing of the appeal. Time limits will be fixed for compliance with the Tribunal's directions. In the event that any party other than the decision-maker fails to comply with the Tribunal's directions that party may be struck out as a party or, in the case of the applicant, the appeal may be dismissed.

Mediation

It is now a requirement that before an appeal is heard the Tribunal must consider whether it is a suitable case for mediation and, if so, refer the appeal to a registered mediator and direct the parties to attend the mediation. You will be requested to indicate on a form provided to you by the Tribunal whether or not you wish to participate in mediation and to provide your reasons.

Mediation is a process by which an independent and neutral person helps you and other parties to identify concerns, evaluate options and reach agreement. The mediator will not make any judgement about who is right or wrong and if the mediation fails will not participate in the Tribunal hearing. If the Tribunal decides to refer your case to a mediator you will be informed of the place and time at which the mediation will be held.

Hearing

The hearing will take place in a hearing room at the Magistrates Court Building.

Prior to the Hearing, a direction will have been issued requiring each party to provide to the Tribunal and the other parties a statement of facts and contentions, a copy of the statement of any witness proposed to be called to give evidence and any other material, such as plans and photographs, proposed to be presented to the Tribunal.

The statement of facts and contentions should set out the facts upon which each party relies, the evidence proposed to be presented to support those facts, the issues in the case to be resolved by the Tribunal and the submissions which each party wishes to make in support of the decision which they ask the Tribunal to make.

Ordinarily the person who lodged the appeal ("the applicant") will be asked to present his/her evidence first; then any other party supporting the applicant's case; then any party opposing the applicant's case ("the parties joined"); then the decision-maker ("the respondent". Witnesses should be present, or by application to the Tribunal, available to give evidence by phone hook up. If they are not present their evidence cannot be tested by cross-examination and may therefore be excluded.

For more detailed information on the hearing process please refer to the "Guide to the Hearing" on the Tribunal's web site.

Time For Deciding Cases

The Tribunal is required to decide appeals in land and planning and tree protection cases within 120 days after the lodging of the appeal, unless that period is extended by the Tribunal upon it being satisfied that it is in the interests of justice to do so.

The following table will give some guidance to the timeframes for an appeal (days are approximate):

Day 1	Application for review lodged at the AAT
Day 16	T-docs lodged and applications for Parties Joined processed
Day 26	Directions Hearing
Day 33	Mediation session
Day 36	Mediation result
Day 50	Mediation successful – consent agreement lodged, case finalised
	Mediation unsuccessful
Day 57	AAT Applicant, and Parties Joined supporting Applicant, Facts and Contentions to be lodged
Day 78	Respondent, and Parties Joined opposing Applicant, Facts and Contentions to be lodged
Day 85	Parties to lodge material in reply
Day 95	Hearing
Day 120	Delivery of Decision

Costs

The Tribunal also has the power to award costs against a party if the party contravenes a direction of the Tribunal and the Tribunal considers it in the interests of justice to make such an order. This power is in addition to the power of the Tribunal to strike out a party and to dismiss an application for failure to comply with the Tribunal's directions as outlined above.

11. Other Advice

Damage to Public Assets

It is the responsibility of the applicant/lessee to properly repair any damage to ACT Government assets (including footpaths) caused by the development. The applicant is urged to notify Roads ACT of any existing damage to public facilities before work commences, otherwise the applicant/lessee will be held responsible for all damage.

ActewAGL

The lessee should obtain a plant location advice from ActewAGL to avoid conflict with existing plant or electrical easements. The lessee will be responsible for the costs associated with the relocation of assets, if necessary.

The lessee is to ensure that the water service and water meter are retained in position and in good condition. ActewAGL water meters are accountable items and must not be removed from the site or otherwise disposed of.

Drainage

The *Building Code of Australia* contains provisions affecting surface drainage and the height of finished floor levels. These may apply to this proposal.

Environment Protection

All work shall be carried out in accordance with the *Environment Protection Act 1997*, particularly but not exclusively in relation to noise and pollution control. More Information may be obtained from Environment ACT.

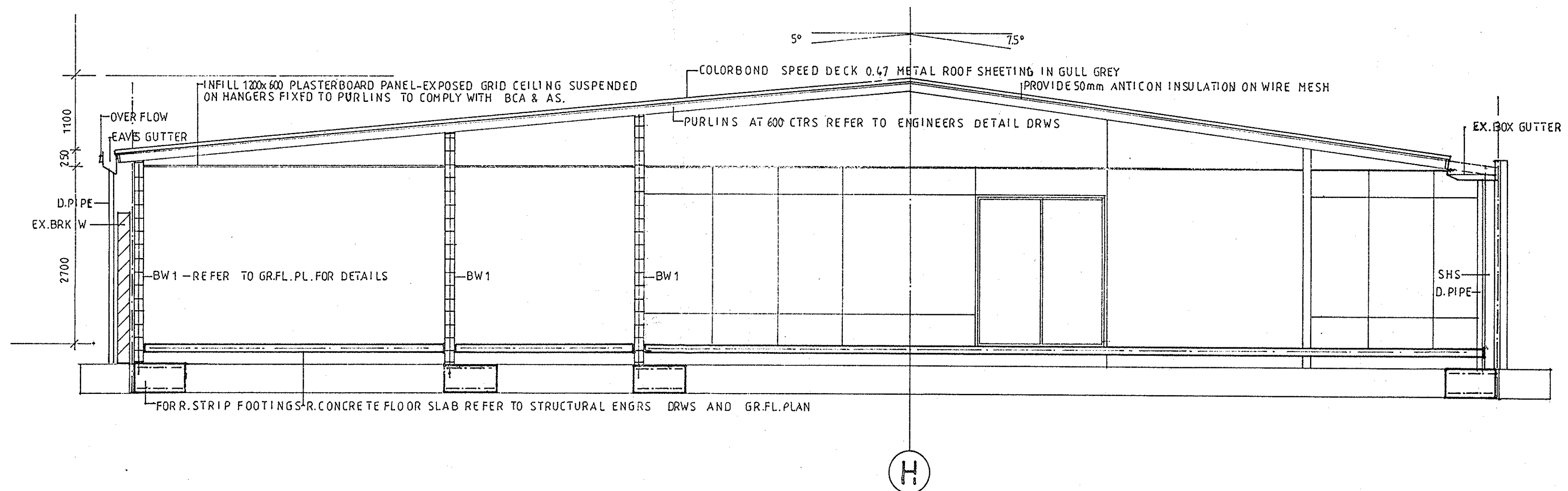
2. Translation and Interpretation Service

ENGLISH	If you need interpreting help, telephone:
ARABIC	: إذا احتجت لمساعدة في الترجمة الشفوية ، إتصل برقم الهاتف :
CHINESE	如果你需要传译员的帮助，请打电话：
CROATIAN	Ako trebate pomoć tumača telefonirajte:
GREEK	Αν χρειάζεστε διερμηνέα τηλεφωνήστε στο
ITALIAN	Se avete bisogno di un interprete, telefonate al numero:
PERSIAN	: اگر به ترجمه شفاهی احتیاج دارید به این شماره تلفن کنید:
PORTUGUESE	Se você precisar da ajuda de um intérprete, telefone:
SERBIAN	Ako vam je potrebna pomoć prevodioca telefonirajte:
SPANISH	Si necesita la asistencia de un intérprete, llame al:
TURKISH	Tercümana ihtiyacımız varsa lütfen telefon ediniz:
VIETNAMESE	Nếu bạn cần một người thông-ngôn-hãy gọi điện-thoại:

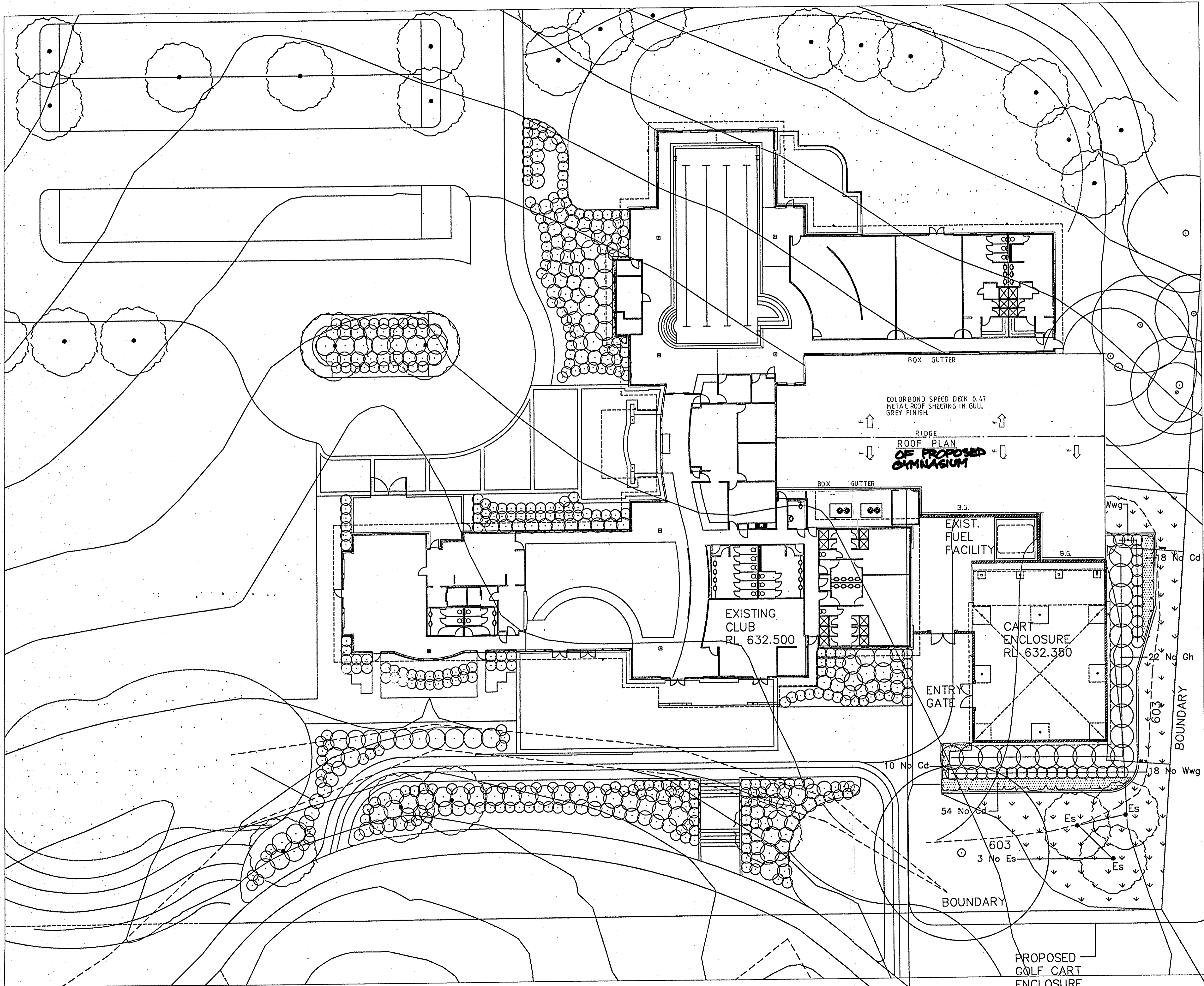
TRANSLATING AND INTERPRETING SERVICE

131 450

Canberra and District - 24 hours a day, 7 days a week



SECTION A-A SCALE 1:50
PROPOSED GYMNASIUM
 GOLD CREEK COUNTRY CLUB
 GUNGAHLIN ACT
 NICHOLS
 BLOCK #1 SECTION 86

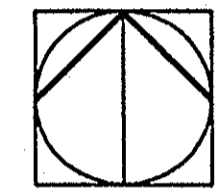


LEGEND:

RECONSTRUCTED CONTOUR
 --- 603 ---

PLANT SPECIES	No.	SIZE
Cd	82	140mm
Es	3	1m SPRING RINC
Gh	22	140mm POT
Wwg	31	140mm POT

CORREA DECUMBENS @ 0.8m CTRS



ISSUE NO	REV/REVISION DESCRIPTION	APPROV DATE
1	FOR D.A APPROVAL	FEB 02

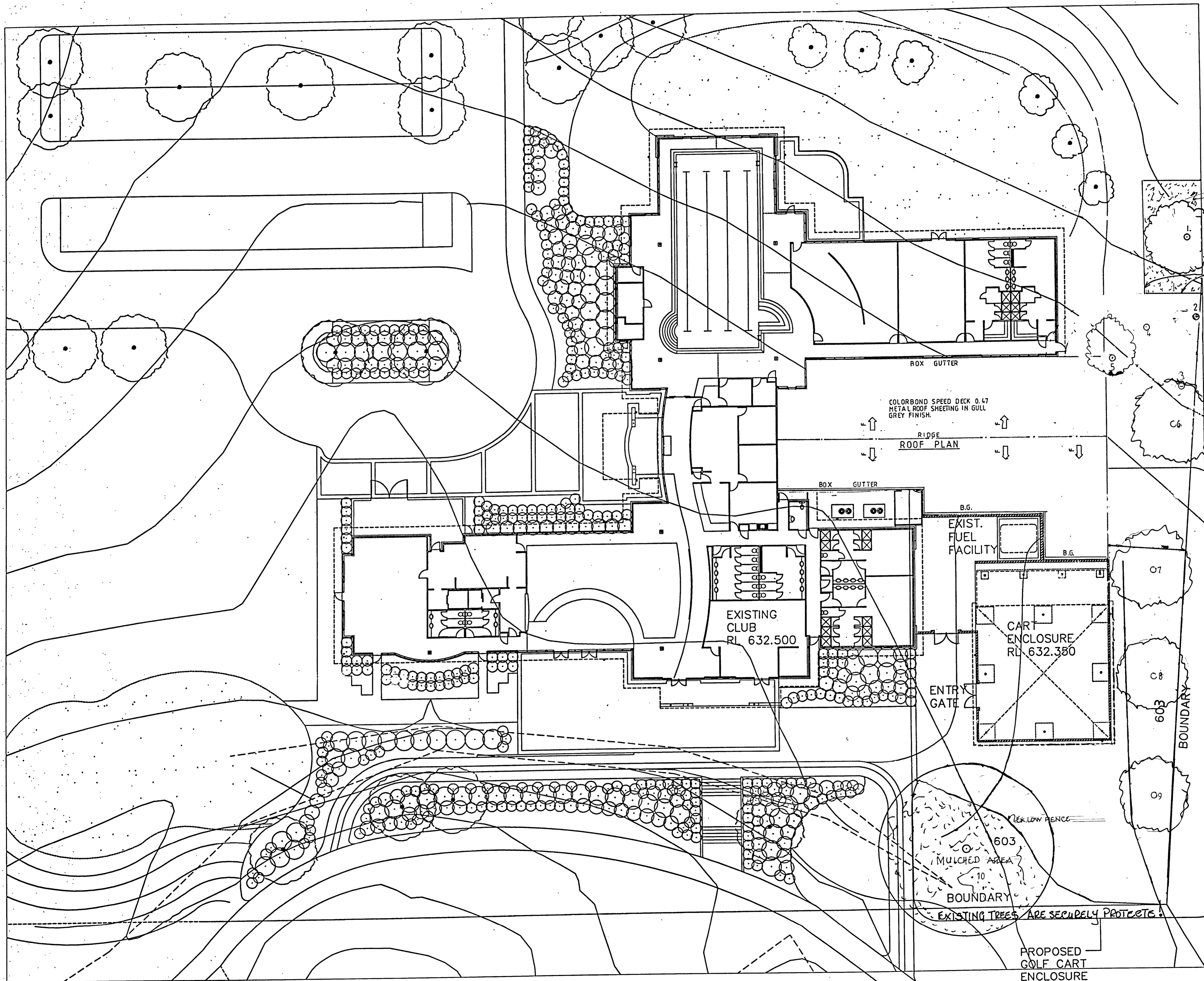
37 CANBERRA AVENUE
 FORREST ACT 2603
 TEL 02 62951433
 FAX 02 62953192

Project
GOLD CREEK COUNTRY CLUB
 GUNGAHLIN A.C.T
 NICHOLLS
 BLOCK 7
 SECTION 88

title
PROPOSED GOLF CART ENCLOSURE
PROPOSED GYMNASIUM
 SITE PLAN

scale	date	cod file
1:200	FEB 02	
drawn S.B	checked	verified

drawing number DA-A01 REVISION 1



LEGEND:

RECONSTRUCTED CONTOUR
_ 603 _

PROPOSED PLANT SCHEDULE

PLANT SPECIES	No.	SIZE
Cd CORREA DECUMBENS	82	140mm
Es EUCALYPTUS STELLATA	3	1m SPRING RNC
Gh GREVILLEA HOOKERIANA	22	140mm POT
Wng WESTRINGIA WYNLABBIE CAM	31	140mm POT

CORREA DECUMBENS @ 0.8m CTRS

- TREE MANAGEMENT PLAN**
- erect 1.800m protect tree prior of work commence. mulched the enclosure area eucalyptus blakeelyi.
 - 2,3,4 & 5. remove existing plants as indicated on plan.
 - 6,7,8 & 9 new advance plantings after the construction completed, any damage to grassland to be made good. eucalyptus blakeelyi
 - 10 existing tree to be securely protected.

ISSUE NO.	REV	REVISION DESCRIPTION	APPROV DATE

37 CANBERRA AVENUE
FORREST ACT 2603
TEL 02 62951433
FAX 02 62953192

Project
**GOLD CREEK COUNTRY CLUB
GUNGAHLIN A.C.T
NICHOLLS
BLOCK 7
SECTION 86**

Title
TREE MANAGEMENT PLAN

scale	date	cod file
1:200	FEB 02	
drawn	checked	verified
drawing number		

T 01 REVISION 1