



A.C.T. Region  
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Manager  
Land Allocation Section  
Metropolitan Planning and Land Supply Branch  
Planning and Land Management  
GPO Box 1908  
CANBERRA ACT 2601

ATTENTION: Kath Pooley

**RE: Block 4 Section 79 Phillip**  
**Your request dated 19 November 1997**

The block has been inspected by Valuer Anthony Galvin and the Current Site Value assessed at [REDACTED]. The valuation is based on the subject block being a fully serviced site. A copy of the valuer's report is attached for your consideration.

Should you require further information Mr Galvin can be contacted on 6243 1073.

[REDACTED]  
*For* Peter Crawford  
Regional Manager

**10** December 1997



# VALUATION REPORT

**PITCH AND PUTT GOLF COURSE.**

**BLOCK 4 SECTION 79**

**PHILLIP A.C.T.**

Client Reference: Letter dated 19 November 1997

## **INSTRUCTIONS:**

In accordance with the above mentioned request from Kath Pooley on behalf of the Manager, Land Allocation Section, Planning and Land Supply Branch to provide a current site value of the subject property.

## **DATE OF INSPECTION:**

3 December 1997

## **DATE OF VALUATION:**

4 December 1997

## **EXISTING CROWN LEASE DETAILS:**

Not Applicable.

## **PROPOSED LEASE PURPOSE CLAUSE**

To use the premises for the purpose of a golf course and any purposes ancillary thereto.

## **PROPOSED LEASE TERM**

99 years under the Land (Planning and Environment) Act 1991.

## **CURRENT UNIMPROVED VALUES**

Not rated.

## **LAND AREA**

3.615 hectares.

## **TERRITORY PLAN:**

Designated under "Entertainment, Accommodation and Leisure" Land Use policies of the ACT Territory Plan.

A wide range of land uses is permitted under the Plan, including:-

- Car park
- Club
- Community use
- Indoor entertainment facility
- Outdoor recreation facility
- Parkland
- Restaurant
- Shop (subject to Land Use Restrictions in the Territory Plan)

As a result of negotiations between the Canberra Southern Cross Club Limited (CSCC) and the ACT Government, it is intended that a lease be offered for the development of club facilities, being an 18-hole Pitch and Putt Golf Course on Block 4, Section 79 Phillip.

These Lease Conditions and Development Requirements specify the requirements of the Planning and Land Management Group (PALM), Department of Urban Services for the development of the block.

These conditions are based upon the proposal that the pitch and putt golf course be operated by the lessee of the Yamba Sports Club (Block 6, Section 24) for members of the CSCC, be linked physically to it by means of a pathway and bridge and maintained by personnel and equipment used for and housed on Block 6, Section 24 (Bowling Greens).

## **LOCATION**

The site has a road frontage to the northern boundary with Yamba Drive and a small frontage to the west along Launceston Street. There are two major drainage channels that form the western and south-western boundaries.

The site has excellent visible exposure from Yamba Drive with the busy round-a-bout intersecting between Yamba Drive and Melrose Drive situated near the north-west corner of the site.

## PROPERTY DESCRIPTION

The subject site is an irregular shaped large elongated allotment situated in a low lying area near flood channels. The difficult shape restricts the effective area for development. However, this land would be suited to a Pitch and Putt Golf Course given the "awkward" shape and topography of the land.

## SERVICES AND AMENITIES

All hydraulic and electricity service connection including relocation of infrastructure if required is the responsibility of the lessee.

The Lessee will also be required to carry out works outside the lease boundary and to be completed to the satisfaction of the Territory.

No vehicular access to the site other than for light vehicles such as mowers shall be permitted via the bridge to be constructed by the Lessee from Block 2, Section 79 Phillip.



## MARKET EVIDENCE

There have been no sales of land that could be directly comparable to the subject property. In arriving at a Current Market Value of the subject land consideration was given to Unimproved Land Values of other leisure and entertaining land uses in the ACT and the sales of such uses. All of the available evidence was utilised to arrive at a considered Current Market Value of the subject land.

It is also noted that it is proposed to release two separate parcels of land of a similar use as the subject property for sale in 1998.

## SALES

### Sale 1

	
<u>Sold:</u>	At auction 31 July 1996 for 
<u>Site Area:</u>	5,093.5 m <sup>2</sup>
<u>Maximum GFA:</u>	3,500 m <sup>2</sup>
<u>Minimum GFA:</u>	2,000 m <sup>2</sup>
<u>Purpose Clause:</u>	To use the premises only for the purposes of a Indoor Recreation Facility subject to the restriction that the principle activity on the land is Ten Pin Bowling

Restaurant subject to the restriction that it is ancillary to the principle activity of the land

The use of this site for the purposes of a Licensed Club is specifically excluded

Carparking: 2 on-site spaces/100m<sup>2</sup> GFA

Analyses as follows

Buying bid

Required off-site works

Shows: 3,500 m<sup>2</sup> GFA @ [REDACTED]

Unimproved Value as at 1 January 1994 [REDACTED]

Comment: Regular shaped vacant block adjoining Bus Interchange and having frontage to Cowlshaw Street and backing to bus access to Interchange.  
Good building land with slight crossfall to north east located to the immediate north of the Hyperdome. Cowlshaw Street is bitumen sealed and kerbed and guttered.

## Sale 2

### Block 4 Section 89 Kaleen

Sold: At auction 3/5/1988 for [REDACTED]

Site: 7,575 m<sup>2</sup>

Maximum GFA: 3,400 m<sup>2</sup>

Purpose Clause: To use the premises only for the purpose of an indoor recreation centre which shall include a small multi purpose hall and a child care centre

In June 1990 the purpose clause was varied and the maximum gross floor area increased to 3,787 m<sup>2</sup>

Shows: 3,400 m<sup>2</sup> GFA @ [REDACTED]  
7,575 m<sup>2</sup> site @ [REDACTED]

## Sale 3

### Block 5 Section 24 Phillip

Sold: 20/3/1991 [REDACTED]  
Developed basketball centre

Site: 4,178 m<sup>2</sup>  
Maximum GFA: 1,300 m<sup>2</sup>  
Purpose Clause: To use the premises only for the purpose of indoor basketball courts  
Shows: Analyses land value of [REDACTED]  
 1,260 m<sup>2</sup> GFA @ [REDACTED]  
 4,178 m<sup>2</sup> site @ [REDACTED]

Adjoins the subject property. Partly owned by Southern Cross Club

#### Sale 4

#### Block 1 Section 62 Weston

Sold: At auction 18/5/1986 for [REDACTED]  
Site: 1,890 m<sup>2</sup>  
Maximum GFA: 2,000 m<sup>2</sup>  
Purpose Clause: To use the premises only for the purpose of an indoor recreation centre and ancillary thereto a coffee lounge and/or bar not exceeding in total a gross floor area of 50 m<sup>2</sup>  
Shows: 2,000 m<sup>2</sup> GFA @ [REDACTED]  
 1,890 m<sup>2</sup> site @ [REDACTED]

Rear Weston Group Centre and opposite McDonalds.

It is also noted that the Macquarie Swimming Pool Complex was purchased in March 1993 for [REDACTED] with the Crown Lessee owning the improvements and the land being subject to land rent.

#### VALUATION

The considered Current Market Value of Block 4, Section 79, Phillip for the purpose of a Pitch and Putt Golf Course is [REDACTED]

[REDACTED]  
 \_\_\_\_\_  
 Anthony Galvin AVLE (Val)  
 Valuer

Australian Valuation Office  
 December 1997  
 Telephone: 243 1073

**ORIGINAL**

Entered in Register Book Vol. 1530 Folio. 34

24 MAR 1998

S R. [REDACTED]  
DEPUTY REGISTRAR-GENERAL



**CANCELLED AND COMPUTER  
CERTIFICATE OF TITLE ISSUED**

**AUSTRALIAN CAPITAL TERRITORY**

**LAND (PLANNING AND ENVIRONMENT) ACT 1991**

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

LEASE GRANTED pursuant to the Land (Planning and Environment) Act 1991  
and the Regulations thereunder on the **twenty sixth** day of **February**  
One thousand nine hundred and ninety eight WHEREBY THE AUSTRALIAN  
CAPITAL TERRITORY EXECUTIVE ON BEHALF OF THE  
COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth")

LESSEE

grants to **CANBERRA SOUTHERN CROSS CLUB LIMITED**  
**A.C.N. 008 488 855** a public company limited by guarantee and having its  
registered office at C/- Mallesons Stephen Jaques Advance Bank Centre 60 Marcus  
Clarke Street Canberra City in the Australian Capital Territory (hereinafter called  
"the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital  
Territory containing **an area of 3.615 hectares** or thereabouts and being

LAND

**Block 4 Section 79 Division of Phillip** as delineated on **Deposited Plan Number**  
**9184** in the Registrar-General's Office at Canberra in the said Territory (hereinafter  
referred to as "the land") RESERVING unto the Territory all minerals TO HOLD

TERM

unto the Lessee for the term of ninety nine years commencing on the third day of  
February One thousand nine hundred and ninety eight (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 (e) 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.

## INTERPRETATION

### 1. IN THIS LEASE unless the contrary intention appears:

- (a) "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (b) "building" means the building or buildings constructed on the land in accordance with the covenants of this lease or any building or buildings replacing the same together with all fixtures fittings (including floor coverings) plant amenities and appurtenances thereof and therein contained or thereon affixed or if the context so admits any part thereof;
- (c) "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 an area used solely for rooftop fixed mechanical plant and-or basement carparking;
- (d) "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;
- (e) "premises" means the land and any buildings erections and or improvements in on or above the land;
- (f) "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).

## 2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- RENT (a) That the Lessee shall pay to the Territory 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 Territory 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 Territory under this lease shall be paid to such person as may be authorised by the Territory 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 BUILDING (a) That the Lessee shall within twelve months from the date of the commencement of the lease or within such further time as may be approved in writing by the Territory for that purpose commence to erect an approved development on the land at a cost not less than the sum of one million two hundred thousand dollars to be spent on constructing and maintaining a par 3 golf course consisting of 18 holes pathways and landscaping in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Territory;
- COMPLETION OF BUILDING (b) That the Lessee shall 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 Territory complete the erection of the said approved development as well as constructing and maintaining a par 3 golf course consisting of 18 holes pathways and landscaping in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;
- ASSOCIATED WORKS (c) That the Lessee shall commence within twelve months and complete within twenty four months from the date of commencement of the lease or within such further time as may be approved in writing by the Territory for that purpose and prior to the commencement of any trading or business from the premises complete the design and construction of a watermain and water and sewer service ties to fully service the site the revised alignment of the cycleway on the western side of Yarralumla Creek stormwater channel including necessary linemarking signposting and all ancillary works and fittings. The cycleway is to be reconstructed to suit the new pathway and to withstand loading of maintenance vehicles at the point of intersection with the pathway. Design and construction of a bridge over Yarralumla Creek stormwater channel for pedestrians and maintenance vehicles a pathway for pedestrians and maintenance

vehicles from Block 6 Section 24 Phillip to Block 4 Section 79 Phillip an industrial strength vehicle crossing on Yamba Drive verge and verge reinstatement of adjacent Territory land damaged during construction and including all ancillary works and fittings in accordance with plans and specifications previously submitted to and approved in writing by the Territory;

## INDEMNITY

- (d) 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:
- (i) the provision by the Lessee of the design and construction of a watermain and water and sewer service ties to fully service the site the revised alignment of the cycleway on the western side of Yarralumla Creek stormwater channel including necessary linemarking signposting and all ancillary works and fittings. The cycleway is to be reconstructed to suit the new pathway and to withstand loading of maintenance vehicles at the point of intersection with the pathway. Design and construction of a bridge over Yarralumla Creek stormwater channel for pedestrians and maintenance vehicles a pathway for pedestrians and maintenance vehicles from Block 6 Section 24 Phillip to Block 4 Section 79 Phillip an industrial strength vehicle crossing on Yamba Drive verge and verge reinstatement of adjacent Territory land damaged during construction and all ancillary works and fittings referred to in sub-clause (c) of Clause 4 until such works are completed and formally handed over to the Territory; and
  - (ii) flooding or inundation of the premises due to flows of water in Yarralumla Creek stormwater channel or Long Gully Creek stormwater channel;

## PURPOSE

- (e) To use the premises only for the purpose of a par 3 golf course comprising 18 holes and associated facilities;

## GROSS FLOOR AREA

- (f) That the gross floor area of any buildings erected on the land shall not exceed 80 square metres;

## ACCESS

- (g) That the Lessee shall:
- (i) provide and maintain to the satisfaction of the Territory access to the premises from Block 6 Section 24 Phillip across Block 1 Section 114 Phillip Block 1 Section 115 Phillip Block 2 Section 79 Phillip Block 8 Section 79 Phillip for persons authorised by the Lessee and maintenance and emergency vehicles under a gross weight of two tonnes; and

- (ii) permit persons authorised by the Lessee and maintenance and emergency vehicles to pass and repass as may be necessary for all purposes connected with the use and enjoyment of the premises;

EMERGENCY AND MAINTENANCE VEHICLE ACCESS	(h) The Lessee shall provide and maintain to the satisfaction of the Territory an access from Yamba Drive for emergency and maintenance vehicles exceeding a gross weight of two tonnes;
VEHICULAR ACCESS	(i) No vehicular access shall be permitted on the premises other than those specified in sub-clauses (g) and (h) of this Clause;
PAVING AND LANDSCAPING	(j) That the Lessee shall provide and maintain paving and landscaping on the premises to a standard acceptable to the Territory in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Territory;
PRESERVATION OF TREES	(k) That the Lessee shall not during the period allowed for the erection of the building remove trees identified for retention on the said premises without the previous consent in writing of the Territory;
LIGHTING	(l) That the Lessee shall illuminate and keep illuminated at its own expense all public access areas in accordance with approved plans. Illumination shall not create glare or excessive light spillage onto adjacent leases or roadways;
NIGHT LIGHTING	(m) That the Lessee shall restrict the use of lighting on the facility between the hours of sunset and sunrise;
SIGNS	(n) 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 Territory;
DISABLED PERSONS	(o) That the Lessee shall provide and maintain facilities for the disabled to a standard acceptable to the Territory to ensure that disabled persons are given full opportunity for access;
SERVICE AREAS	(p) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Territory and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
WASTE MANAGEMENT	(q) The Lessee shall ensure that waste from Block 4 Section 79 Phillip is placed for collection in receptacles provided by the Lessee at the existing waste collection areas within Block 4 Block 5 and / or Block 6 Section 24 Phillip;

- BUILDING  
SUBJECT TO  
APPROVAL
- (r) That the Lessee shall not without the previous consent in writing of the Territory erect any building on the land or make any structural alterations to the premises;
- REPAIR
- (s) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Territory;
- FAILURE TO  
REPAIR
- (t) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Territory 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 Territory is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Territory 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 Territory any person or persons duly authorised by the Territory with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Territory in carrying out the work shall be paid by the Lessee to the Territory 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;
- RIGHT OF  
INSPECTION
- (u) Subject to the provisions of the Land (Planning and Environment) Act 1991 to permit any person or persons authorised by the Territory to enter and inspect the premises at all reasonable times and in any reasonable manner;
- RATES AND  
CHARGES
- (v) 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 Territory or any person lawfully claiming from or under or in trust for the Territory.

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) 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 (b) of Clause 3 of this lease is not completed within the period specified in sub-clause (b) of the said clause; or
- (iv) associated works in accordance with sub-clause (c) of Clause 3 of this lease are not completed within the period specified in the said sub-clause; or
- (v) 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 Territory specifying the nature of such breach

the Territory may terminate this lease but without prejudice to any claim which the Territory and 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 Territory during or after any period referred to in paragraph (i) or (ii) or (iii) or (iv) or (v) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Territory of the powers conferred upon it by sub-clause (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 Territory 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 TERRITORY POWERS

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

- (i) the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;
(ii) an authority or person for the time being authorised by the Minister referred to in (i) above or by law to exercise those powers or functions of the Territory the Commonwealth or the relative Minister; or
(iii) the person to whom the Minister referred to in (i) above has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute Ordinance or Regulation substituted therefor.

IN WITNESS whereof the Australian Capital Territory Executive on behalf of the Commonwealth and the Lessee have executed this Lease.

SIGNED SEALED AND DELIVERED by IAN THOMAS CARMICHAEL a person duly authorised by the Australian Capital Territory Executive for and on behalf of the Commonwealth in the presence of:



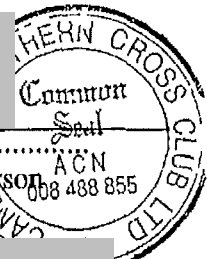
Margaret Whitem Public Servant of 5 Years Canberra



The Common Seal of CANBERRA SOUTHERN CROSS CLUB LIMITED A.C.N. 008 488 855 is affixed in accordance with its articles of association in the presence of:



Signature of Authorised Person Office Held



Name of Authorised Person