

2022

**THE LEGISLATIVE ASSEMBLY FOR THE
AUSTRALIAN CAPITAL TERRITORY**

**Statement of Leases for direct sales granted
1 October 2021 to 31 December 2021**

Mr Mick Gentleman MLA
Minister for Planning and Land Management
February 2022

**SCHEDULE OF LEASES Granted Under Section 238(2)(a)(ii) of the *Planning and Development Act 2007*
for the Period 1 October 2021 to 31 December 2021**

CUSTODIAN	DISTRICT/ DIVISION	SECTION	BLOCK	LAND AREA	CONCESSION/ CHARGING POLICY	DATE OF OFFER	DATE GRANTED
Housing ACT	DICKSON	72	25	6,968 m2	Market Value	08-Sept-21	08-Nov-21
Education	THROSBY	29	1	5.142 hectares	Market Value	11-Nov-21	6-Dec-21
Education	DENMAN PROSPECT	26	1	9.142 hectares	Market Value	22-Nov-21	6-Dec-21

**EXECUTIVE LEASES – NEW or SURRENDER/REGRANT - (residue of original lease term when consolidating/partial surrender)
for the Period 1 October 2021 to 31 December 2021**

CUSTODIAN	DISTRICT/ DIVISION	SECTION	BLOCK	LAND AREA	REASON	ACT	DATE OF OFFER	DATE GRANTED
CANBERRA INSTITUTE OF TECHNOLOGY	WATSON	13	2 (1)	2.429 hectares	The Academy of Interactive Entertainment (AIE)	Planning and Development Act 2007	20-Sept-21	8-Nov-21

Single Dwelling House Leases

62 single dwelling Crown leases were granted in total for the quarter
 0 Crown leases were granted to a former owner of an asbestos affected property on the First Right of Refusal
 0 Crown leases were granted as over the counter post action sales of asbestos affected properties
 3 Crown lease were granted as a single dwelling land rent Crown lease
 The 59 remaining Crown leases were granted for single dwelling housing

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

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 eighth day of November Two thousand and twenty one WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to the

LESSEE **AUSTRALIAN CAPITAL TERRITORY** whose registered address is care of the Community Services Directorate, Nature Conservation House, 153 Emu Bank Belconnen in the Australian Capital Territory ("the Lessee")

LAND ALL THAT piece or parcel of land situated in the Australian Capital Territory containing an area of **6,968 square metres** or thereabouts and being **Block 25 Section 72 Division of Dickson** as delineated on **Deposited Plan Number 9235** 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 under the surface of the land TO HOLD unto the Lessee

TERM for the term of **ninety nine years** commencing on the **eighth day of November Two thousand and twenty one** ("the date of the commencement of the lease") to be used by the Lessee for any purpose permitted pursuant to the Territory Plan YIELDING AND PAYING THEREFOR rent at the rate of five cents per annum if and when demanded 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) "premises" means the land building and all other improvements on the land;
- (c) "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);
- (d) "Territory Plan" means the Territory Plan as in effect from time to time under the Planning and Development Act 2007;
- (e) words in the singular include the plural and vice versa;
- (f) words importing one gender include the other genders;
- (g) a reference in this lease to any statute or statutory provision shall include 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:

EASEMENT FOR SERVICES

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

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

- (vi) for the purposes of the Easement, “services”, includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;

TRANSFER

- (b) That the Lessee shall not transfer the premises or any part of the premises;

BUILDING SUBJECT TO APPROVAL

- (c) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;

PRESERVATION OF TREES

- (d) 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.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

EXERCISE OF POWERS

- (a) 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 **Sharon Harmer**)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of: *Gordon Anderson*)



Sharon Harmer
.....
Delegate

Gordon Anderson
.....
Witness

SIGNED SEALED AND DELIVERED by)
CATHERINE LOFT)
position no. **E01062** , Community)
Services Directorate for and on behalf of)
the Australian Capital Territory in the)
presence of:)

WESLEY RANDALL

Catherine Loft
.....
Lessee

Wesley Randall
.....
Witness

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

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 sixth day of December Two thousand and twenty one WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to the

LESSEE **AUSTRALIAN CAPITAL TERRITORY** whose registered address is care of the Education Directorate, Level 4, 220 London Circuit Canberra City in the Australian Capital Territory ("the Lessee") ALL

LAND THAT piece or parcel of land situated in the Australian Capital Territory containing an area of **5.142 hectares** or thereabouts and being **Block 1 Section 29 Division of Throsby** as delineated on **Deposited Plan Number 11507** 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 under the surface of the land TO HOLD unto the Lessee for the term of

TERM **ninety nine years** commencing on the **sixth day of December Two thousand and twenty one** ("the date of the commencement of the lease") to be used by the Lessee for any purpose permitted pursuant to the Territory Plan YIELDING AND PAYING THEREFOR rent at the rate of five cents per annum if and when demanded 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) "premises" means the land building and all other improvements on the land;
- (c) "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);
- (d) "Territory Plan" means the Territory Plan as in effect from time to time under the Planning and Development Act 2007;
- (e) words in the singular include the plural and vice versa;
- (f) words importing one gender include the other genders;
- (g) a reference in this lease to any statute or statutory provision shall include 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:

TRANSFER

- (a) That the Lessee shall not transfer the premises or any part of the premises;

BUILDING SUBJECT TO APPROVAL

- (b) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;

PRESERVATION
OF TREES

- (c) 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.

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EXERCISE OF
POWERS

- (a) 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 **Sharon Harmer**)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of:)

Darren Skipworth

..... Sharon Harmer
Delegate
.....
Witness

SIGNED SEALED AND DELIVERED by)
Thao Le, Chief Financial Officer)
position no. 00246, Education Directorate)
for and on behalf of the Australian Capital)
Territory in the presence of:)

Susanna Wiaks

.....
Lessee
.....
Witness

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

AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

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

LESSEE

LAND

TERM

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the sixth day of December Two thousand and twenty one WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to the **AUSTRALIAN CAPITAL TERRITORY** whose registered address is care of the Education Directorate, Level 4, 220 London Circuit Canberra City in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situated in the Australian Capital Territory containing an area of **9.142 hectares** or thereabouts and being **Block 1 Section 26 Division of Denman Prospect** as delineated on **Deposited Plan Number** 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 under the surface of the land TO HOLD unto the Lessee for the term of **ninety nine years** commencing on the **sixth day of December Two thousand and twenty one** ("the date of the commencement of the lease") to be used by the Lessee for any purpose permitted pursuant to the Territory Plan YIELDING AND PAYING THEREFOR rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

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- (d) "Territory Plan" means the Territory Plan as in effect from time to time under the Planning and Development Act 2007;
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 - (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 **Sharon Harmer**)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of:)

Darren Skipworth

Sharon Harmer
.....
Delegate
Darren Skipworth
.....
Witness

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position no. 00246, Education Directorate)
for and on behalf of the Australian Capital)
Territory in the presence of:)

Susanna Wicks

Thao Le
.....
Lessee
S. Wicks
.....
Witness

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and Development Act 2007**

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 eighth day of November Two thousand and twenty one WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to the

LESSEE **AUSTRALIAN CAPITAL TERRITORY** whose registered address is care of the Canberra Institute of Technology, GPO Box 826, Canberra in the Australian Capital Territory ("the Lessee") ALL THAT piece or

LAND parcel of land situated in the Australian Capital Territory containing an area of **2.429 hectares** or thereabouts and being **Block 2 Section 13 Division of Watson** as delineated on **Deposited Plan Number** 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 under the surface of the land TO

TERM HOLD unto the Lessee for the term commencing on the **eighth day of November Two thousand and twenty one** ("the date of the commencement of the lease") and terminating on the **twenty fifth day of August Two thousand and ninety five** to be used by the Lessee for any purpose permitted pursuant to the Territory Plan YIELDING AND PAYING THEREFOR rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

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- (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
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 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
- (iii) in exercising the powers in Clause 2(a)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 2(a)(iii)(B), does not require the service provider to restore:
 - (A) the land to a condition that would result in:
 - (1) an interference with:
 - (i) any service on or through the land; or
 - (ii) access to any service on or through the land; or
 - (2) a contravention of a law of the Territory; or
 - (B) any building or structure placed or constructed on any part of the land comprising the Easement;

- (v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement UNLESS written advice from the service provider is obtained;
- (vi) for the purposes of the Easement, "services", includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;

TRANSFER

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BUILDING SUBJECT TO APPROVAL

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PRESERVATION OF TREES

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 - (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 **Sharon Harmer**)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of:)

Darren Skipworth

..... Sharon Harmer
Delegate
.....
Witness

SIGNED SEALED AND DELIVERED)
by Gregory Tang, Chief Financial Officer,)
Canberra Institute of Technology for and)
on behalf of the Australian Capital)
Territory in the presence of:)

..... Gregory Ian TONG
Lessee
.....
COLLEEN THURGAR AM
AGT Justice of the Peace # 2593
Witness 2593