

## **ADDENDUM 1 FOR BLOCK 9 SECTION 80 GIRALANG**

### **ISSUED IN ACCORDANCE WITH PARAGRAPH 9.6 OF THE GENERAL SALES INFORMATION**

*The sales agent will circulate all questions and answers, addenda or supplementary information by email to persons registered with the sales agent without revealing the source of the enquiry. Capitalised words used in this Addendum have the meanings specified in the General Sales Information.*

1. In accordance with paragraph 5.3 of the General Sales Information, the Agency has registered the New Deposited Plan for Block 9 Section 80 Giralang. The New Deposited Plan number is DP10796.

The Land Titles Office has advised that the New Deposited Plan cannot be scanned into their system prior to Tuesday 17 May 2011 and therefore a copy cannot be provided with this Addendum. The Agency will continue to use its best endeavours to provide the New Deposited Plan prior to the Auction Date however confirms that the New Deposited Plan contains the boundaries and size identified in the survey plan conducted by Anthony Quinn Surveys Pty Ltd in the Background Documentation and the X-Plan (X19864) attached to this Addendum.

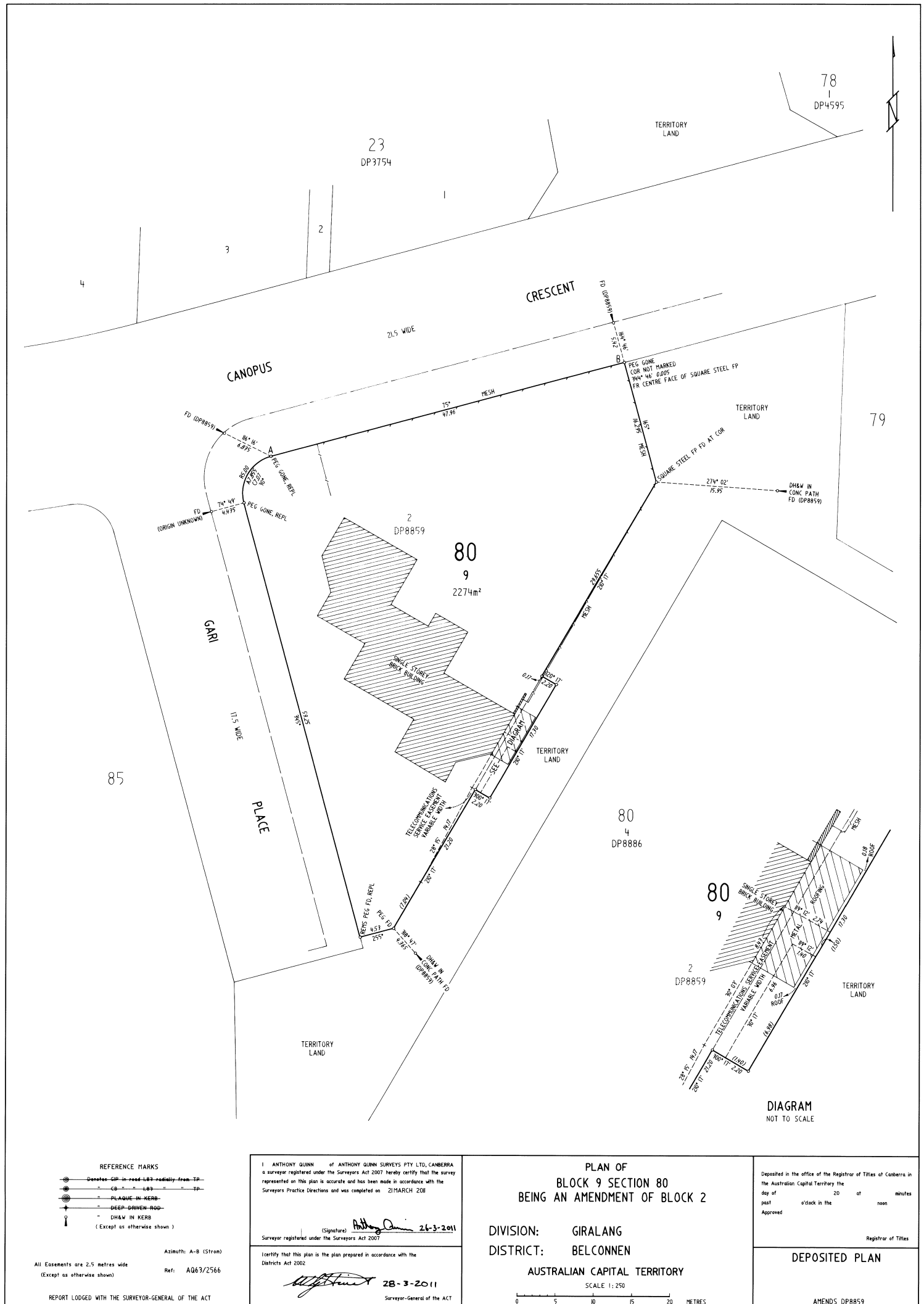
It is intended that the New Deposited Plan will be available on the morning of the Auction and annexed to the Contract for Sale at Annexure D. If the New Deposited Plan is unable to be provided on Tuesday 17 May 2011, the Contract will be amended to refer to the X-Plan.

2. In accordance with paragraph 5.3 of the General Sales Information, the Agency has amended the draft Crown Lease (which now contains the New Deposited Plan number) and is attached to this Addendum.

The attached amended draft Crown Lease replaces the draft Crown Lease in the Auction Documentation and will be annexed to the Contract for Sale at Annexure A.

3. In accordance with paragraph 6.2 of the General Sales Information, the Agency has amended the land reference on the Prescribed Conditions for Associated Works to Block 9 Section 80 Giralang. The amended Prescribed Conditions for Associated Works is attached to this Addendum.

The attached amended Prescribed Conditions for Associated Works replaces the Prescribed Conditions for Associated Works in the Auction Documentation and will be annexed to the Contract for Sale at Annexure B.



X 19846

**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 [redacted] day of [redacted] Two thousand and [redacted] WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its

LESSEE functions grants to [redacted] a company having its registered office at [redacted] in the Australian Capital Territory [number of shares/tenants in common/joint tenants] ("the

LAND Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing **an area of 2,274 square metres** or thereabouts and being **Block 9 Section 80 Division of Giralang** as delineated on **Deposited Plan Number 10796** 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

TERM unto the Lessee for the term of ninety nine years commencing on the [redacted] day of [redacted] **Two thousand and** [redacted] ("the date of the commencement of the lease") to be used by the Lessee for the purpose set out in Clause 3(c) of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times provided for in this lease and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

## INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:

- (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) “building” means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) “business agency” means the use of land for the purpose of providing a commercial service directly and regularly to the public;
- (d) “child care centre” means the use of land for the purpose of supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 2008 and which does not include residential care;
- (e) “class” for a building or structure, means the class of building or structure under the building code (refer to the Building Act 2004);
- (f) “community activity centre” means the use of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;
- (g) “community theatre” means the use of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;
- (h) “cultural facility” means the use of land for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;
- (i) “dwelling”:
  - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
    - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
      - (1) not more than 2 kitchens;
      - (2) at least 1 bath or shower;

- (3) at least 1 toilet pan; and
- (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
- (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (j) “educational establishment” means the use of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;
- (k) “emergency services facility” means the use of land for the purpose of providing emergency services and protection for the community;
- (l) “funeral parlour” means the use of land by an undertaker in the carrying out of that profession. The terms includes all ancillary uses such as a funeral chapel and office;
- (m) “health facility” means the use of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;
- (n) “hospital” means the use of land for the medical care (including diagnosis, preventative care and counselling) of in-patients, whether or not out-patients are also provided with care or treatment, and may include associated residential accommodation;
- (o) “indoor recreation facility” means the use of land for sporting activities where such use is primarily indoors;
- (p) “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;
- (q) “office” means the use of land used for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (r) “outdoor recreation facility” means the use of land for a recreational facility serving the sporting or recreational needs of people where the activities are undertaken predominantly outdoors;
- (s) “parkland” means the use of land which is unrestricted to public access and which is for recreation, conservation or amenity purposes and includes facilities for the enjoyment and convenience of the public, such as kiosks, carparks, shelters, pavilions, public toilets and the like. The term also includes the use of the land for the management of stormwater drainage, for community paths and landscape buffers, and for other minor utility purposes where such uses can be integrated into the open space system;
- (t) “place of worship” means the use of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;
- (u) “premises” means the land and any building or other improvements on the land;
- (v) “public agency” means the use of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (w) “religious associated use” means the use of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;
- (x) “residential care accommodation” means the use of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support. Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;

- (y) “retirement complex” means the use of land for permanent residential accommodation for persons aged 55 years or over and which consists of a grouping of self-care units as well as hostel and/or nursing home accommodation together with ancillary facilities provided for the use of residents. Ancillary facilities may include chapels, medical consulting rooms, meeting rooms, recreational facilities, therapy rooms, kiosk facilities and the like;
- (z) “supportive housing” means the use of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings;
- (aa) “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);
- (bb) words in the singular include the plural and vice versa;
- (cc) words importing one gender include the other genders;
- (dd) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

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

MANNER OF  
PAYMENT  
OF RENT

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

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

ASSOCIATED  
WORKS

- (a) That the Lessee shall commence within twenty four (24) months and complete within thirty six (36) months respectively from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority for that purpose, and prior to the commencement of any trading or business from the premises, the design and construction of:
- (i) a new water supply service to fully service the land connecting to the existing main in Canopus Crescent and disconnection of the existing water supply service to the land from Block 4 Section 80 Division of Giralang;
  - (ii) a Heavy Duty Driveway in accordance with the Department of Territory and Municipal Services ("TAMS") current version of the Design Standards for Urban Infrastructure Works and constructed to TAMS current version of the 'Standard Specifications for Urban Infrastructure Works', including the relocation/removal of the current 5 minute parking signage to TAMS requirements;
  - (iii) vergeworks as required by TAMS; and
  - (iv) any other works required by TAMS as a result of an audit on submitted plans for design approval

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

INDEMNITY

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

PURPOSE

- (c) To use the premises for one or more of the following purposes:
- (i) business agency;
  - (ii) child care centre;

- (iii) community activity centre;
- (iv) community theatre;
- (v) cultural facility;
- (vi) educational establishment;
- (vii) emergency services facility;
- (viii) funeral parlour;
- (ix) health facility;
- (x) hospital;
- (xi) indoor recreation facility;
- (xii) office;
- (xiii) outdoor recreation facility;
- (xiv) parkland;
- (xv) place of worship;
- (xvi) public agency;
- (xvii) religious associated use;
- (xviii) residential care accommodation;
- (xix) retirement complex; and
- (xx) supportive housing;

#### LANDSCAPING

- (d) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

#### PRESERVATION OF TREES

- (e) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
  - (ii) to which the Tree Protection Act 2005, applies;

FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY	(f)	That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
BUILDING SUBJECT TO APPROVAL	(g)	That the Lessee shall not without the previous approval in writing of the Authority erect any building, or make any structural alterations to any building, on the land;
REPAIR	(h)	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	(i)	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	(j)	Subject to the provisions of the <u>Planning and Development Act 2007</u> to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;
RATES AND CHARGES	(k)	To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET ENJOYMENT	That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.
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5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

(a) That if:

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

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

ACCEPTANCE  
OF RENT

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

FURTHER LEASE

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

NOTICES

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

office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

**EXERCISE OF  
POWERS**

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

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

Signed by [name of signatory]  
a delegate authorised to execute this lease  
on behalf of the Commonwealth in the  
presence of [name of witness]

)  
)  
)  
)

.....  
Delegate

.....  
Witness

Signed by  
(A.C.N. ) by: )

)  
)

.....  
Signature

.....  
Signature

.....  
Name in full

.....  
Name in full

.....  
Director/Secretary

.....  
Director/Secretary

# **PRESCRIBED CONDITIONS FOR ASSOCIATED WORKS**

## **GIRALANG SECTION 80 BLOCK 9**

1. This lease is conditional upon the lessee designing and constructing at the lessee's cost works associated with the lease that are to become assets of either the Department of Territory and Municipal Services (TAMS), ACTEW Corporation Limited, or ActewAGL Distribution. ActewAGL is also the agency authorised to act on behalf of ACTEW Corporation in all matters associated with Water and Sewerage approvals. Construction materials are to be treated in accordance with the 'Development Control Code for Best Practice Waste Management in the ACT'. All works to be handed over to TAMS including roads, stormwater and landscape works shall be designed in accordance with the current version of the 'Design Standard for Urban Infrastructure' and constructed to the current version of 'Standard Specification for Urban Infrastructure'.
2. The associated works required are design and construction of:
  - a) a new water supply service to fully service the land connecting to the existing main in Canopus Crescent and disconnection of the existing water supply service to the land from Block 4;
  - b) a Heavy Duty Driveway in accordance with TAMS current version of the Design Standards for Urban Infrastructure Works and constructed to TAMS current version of the 'Standard Specifications for Urban Infrastructure Works', including the relocation/removal of the current 5 minute parking signage to TAMS requirements;
  - c) vergeworks as required by TAMS; and
  - d) any other works required by TAMS as a result of an audit on submitted plans for design approvalincluding all ancillary works and fittings required to complete the associated works.
3. The lessee shall engage a Chartered Engineer and/or Landscape Architect to design and supervise construction of relevant associated works. For the purposes of this lease, 'Chartered Engineer' and 'Landscape Architect' means persons prequalified with ACT Government for value of works appropriate for this project.
4. Gari Place, Canopus Crescent and the surrounding grassed area are public assets under the control of TAMS and will be open to pedestrian and vehicular traffic throughout the construction period. No construction works or movement of construction traffic will be permitted to be carried out within the public domain without a TAMS approved 'Landscape Management and Protection Plan' prepared in accordance with 'Reference Document 04' and a 'Temporary Traffic Management Plan'. The 'Landscape Management and Protection Plan' will address all issues as required by TAMS including provisions for public safety, construction access, protection and reinstatement of existing infrastructure and trees.

5. The lessee shall ensure that all site related vehicles, including staff and delivery vehicles and those involved in associated off-site works, are accommodated on the block or in an area approved by the Territory. Any building activities that may require the short term utilisation of Unleased Territory Land adjacent to the development site are to be lodged for assessment with Roads ACT and shall be accompanied by an 'Application for the Use of Unleased Territory Land' and a 'Temporary Traffic Management Plan'.
6. A detailed 'Parking Plan' illustrating how all construction/demolition vehicles and equipment and construction workers' vehicles will be accommodated within the site. This plan is to be submitted to and approved by the Manager, Asset Acceptance (TAMS) prior to the commencement of any works on site. Failure to obtain an 'Approved Parking Plan' or failure to adhere to an 'Approved Parking Plan' by the developer or his agents/employees will see a formal stop work order being issued by the Land Regulation Unit of ACTPLA.
7. The design submission shall be provided with a design report and design certification, together with associated supporting documentation verifying and validating the design submission to 'AS/NZS ISO 9001: 2000', the TAMS 'Requirements for Design Acceptance Submissions Document Ref-06' and quality system requirements for roadworks, concrete footpaths, paving, Traffic Control Devices, stormwater drainage and public landscaping works shall be submitted to, and a 'Certificate of Design Acceptance' obtained from, Manager, Asset Acceptance (TAMS) prior to the commencement of construction works. The designer must include proposed demolition of existing public assets including removal of trees. No trees are to be removed from the verge of any block prior to the issue of the 'Certificate of Design Acceptance'. The submission should comply with the requirements of the current version of the 'Design Standards for Urban Infrastructure' and the 'Standard Specification for Urban Infrastructure Works', good design practice and planning intent. It is the responsibility of the lessee to advise the Manager, Asset Acceptance (TAMS) of any pre-existing damage to paved and unpaved verges, roads and road verge areas.
8. Landscape design drawings are to fully show all proposed landscape works, including planting species and details, and is to include grassing specification and all typical detail sections for both soft and hard treatments. The consultant is to ensure that all clearances from existing street and open space trees to structures are in accordance with the standards for clearances indicated on the 'Landscape Management and Protection Plan'.
9. The lessee remains responsible for the reinstatement of any damage caused by the lessee to existing infrastructure outside the block boundary. All reinstatement works shall comply with the requirements of the current version of 'Design Standards for Urban Infrastructure' and the 'Standard Specification for Urban Infrastructure Works', good design practice and planning intent and shall be certified by a prequalified Chartered Engineer.
10. Any works constructed on the verge including public utility services are not to unduly impact on tree feeder root systems. All verges are to be protected in accordance with the approved 'Landscape Management and Protection Plan'. Minimum clearances to trees from excavation for these works will be in accordance with plans approved by the Manager, Asset Acceptance (TAMS) during the processing of the Development Application.

11. Any design and documentation for water supply and sewerage works shall be submitted to and approved by ActewAGL prior to the commencement of construction of the associated works. The design and documentation shall be in accordance with 'ACTEW Water Supply and Sewerage Standards, Release 2, Amendment 4, December 2008', the TAMS 'Standard Specification for Urban Infrastructure Works' and any revision of these documents. The developer is not to commence work on water supply and sewer mains until the design has been approved by ActewAGL (ActewAGL acts as agent for ACTEW Corporation). The developer is to provide Work As Executed drawings as required by ActewAGL.
12. The relocation or removal of existing electrical infrastructure (not including street lights) will be carried out by ActewAGL Electricity Networks at the lessee's expense. The lessee will be responsible to liaise with ActewAGL Electricity Networks in relation to the installation / extension of the electricity networks to electrically service the proposed development and meet any associated costs for these works. It may be necessary for ActewAGL Electricity Networks to install a substation on the site to provide electricity supply. Lessees are reminded that ActewAGL Electricity Networks may have other existing electricity plant on the site and a Location Advice should be obtained from Dial Before You Dig (telephone 1100) before any construction takes place.
13. The lessee shall lodge a 'Deed of Unconditional Undertaking', using the prescribed proforma, in the amount of \$37,000 (thirty seven thousand dollars) including GST prior to the execution of the lease. The undertaking may be reduced (if requested) to \$8,000 (eight thousand dollars) including GST on Practical Completion of all the works if supported by TAMS and ActewAGL. The remainder of the undertaking will be released on Final Completion of every part of the associated works.
14. The associated works shall be commenced within 24 months and the Practical Completion achieved within 36 months of the commencement of the lease and prior to the occupation of the premises.
15. If the associated works are not completed within the time specified for Practical Completion in Clause 14 above, or defects not rectified within the time specified for Final Completion, then the Authority may exercise its right in accordance with the 'Deed of Unconditional Undertaking' to the extent to which money derived from the 'Deed of Unconditional Undertaking' is deemed to be necessary for the completion and rectification of the associated works. Such money shall be forfeited to the Authority.
16. The lessee shall prior to and during the construction of the associated works seek and arrange for the inspection and approval of the works by TAMS and ActewAGL representatives, in accordance with those authorities' procedures. The lessee shall have a competent representative present on the site at all periods during which there are any activities relating to the execution of the associated works.
17. Practical Completion of the associated works shall be deemed to have occurred when the lessee lodges with the Director, Planning Services, the 'Certificates of Operational Acceptance' issued by TAMS and the 'Provisional Certificate of Operation' issued by ActewAGL.

18. Final Completion of the associated works shall be deemed to have occurred when the lessee lodges with the Director, Planning Services the 'Certificates of Final Acceptance' issued by TAMS and the 'Certificate of Operation' issued by ActewAGL. The 'Certificate of Final Acceptance' will be issued by the respective agencies on satisfactory completion of defects at the end of the Defects Liability Period (DLP). The DLP for all assets to be handed over to TAMS except soft landscape works (trees, shrubs, grass) shall be 52 weeks commencing from the issue of the 'Certificate of Operational Acceptance'. The soft landscape works shall be subjected to a minimum of 13 weeks Consolidation Period before applying for the issue of the 'Certificate of Final Acceptance' for these works. Twelve (12) months DLP applies to ACTEW Corporation Ltd works.
19. Work-as-Executed Quality Records for the roadworks, stormwater, driveways, street lights and landscape works are to be in accordance with TAMS 'Standard Requirements for Documentation – Reference Document 08' and lodged with the Manager, Asset Acceptance (TAMS) with the application for a 'Certificate of Operational Acceptance'.
20. Work-as-Executed Quality Records for the sewers and water supply mains are to be in accordance with ActewAGL requirements. Work as Executed drawings and records asset data lists are to be submitted to ActewAGL with the application for the 'Provisional Certificate of Operation'.
21. The lessee shall take out and keep current insurance policies in respect of all the normal risks involved in its construction of the associated work. These include, but are not limited to, public liability insurance, workers compensation insurance and professional indemnity insurance.
22. The insurance policies shall be taken out in the name of the lessee or its primary contractor and the interests of the Commonwealth, ACTEW Corporation and the Territory noted on the policies.
23. Correspondence to the ACT Planning and Land Authority should be addressed to:  
The Director  
ACT Planning and Land Authority  
Development Services Branch  
GPO Box 1908 Canberra ACT 2601  
Tel: 6207 1923  
Fax : 6207 1925
24. Correspondence to ACTEW regarding electricity should be addressed to:  
Frank Cortes  
ActewAGL Electricity Networks  
Postal Address: G P O Box 366 Canberra ACT 2601  
Location Address: Cnr Oakden & Anketell Streets Greenway ACT 2900  
Tel: 6293 5738  
Fax : 6293 5748
25. Correspondence to ActewAGL regarding Water and Sewerage should be addressed to:  
Manager Hydraulic Asset Acceptance  
ActewAGL Water Division  
GPO Box 366 CANBERRA CITY ACT 2601  
Tel: 6242 1499

Fax : 6242 1459

26. Correspondence to TAMS should be addressed to:  
Mr Gabriel Joseph  
Manager, Asset Acceptance  
Department of Territory and Municipal Services,  
GPO Box 158 Canberra ACT 2601  
Tel: 6207 6581  
Fax: 6207 7484