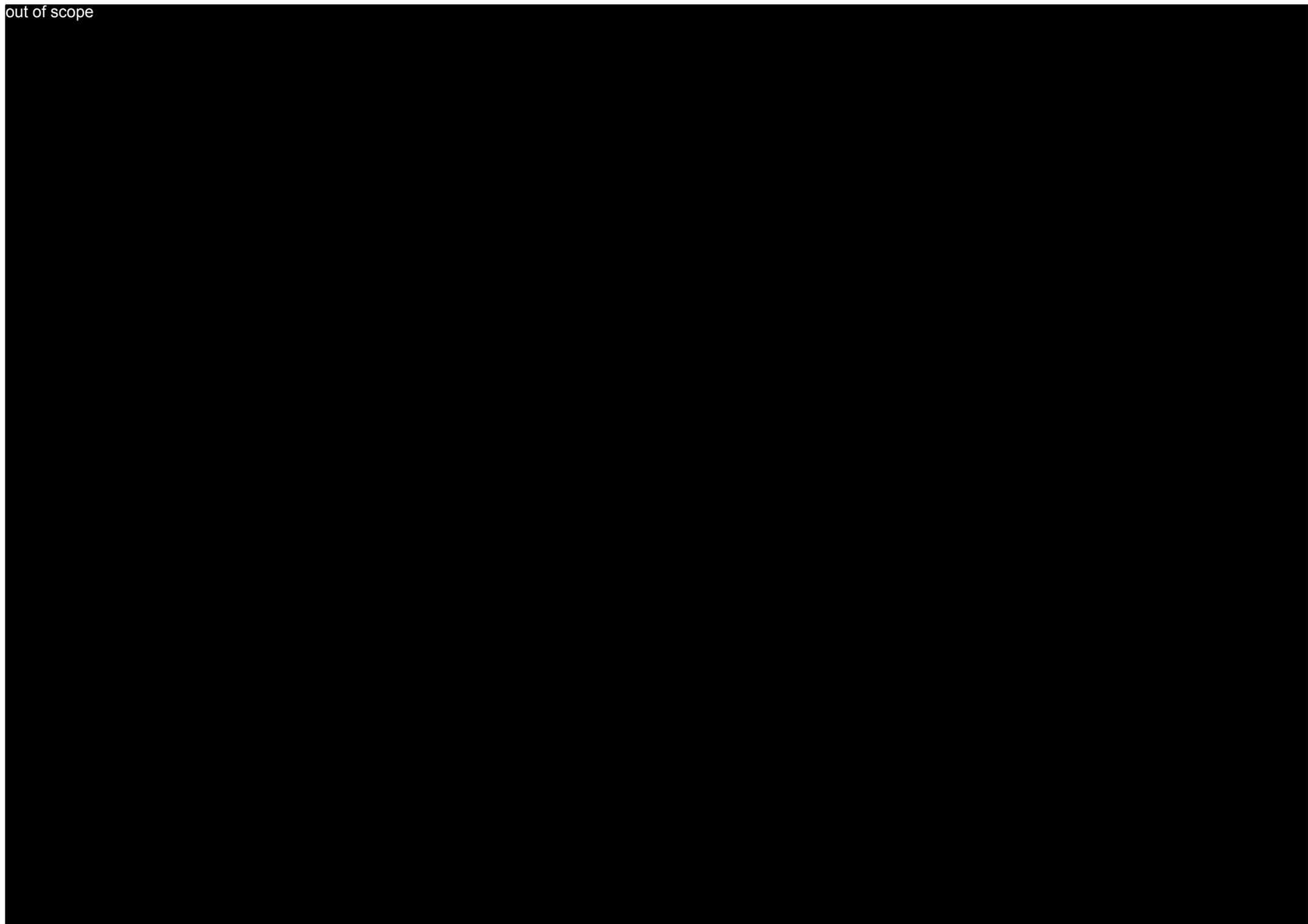


out of scope



Sackley, Pip

From: Gallagher, Vern
Sent: Wednesday, 15 July 2015 9:37 AM
To: Sackley, Pip
Subject: FW: s47F Board Agreement to work with DHA
Attachments: s47F 2 041212.pdf

From: Gallagher, Vern
Sent: Friday, 21 June 2013 3:05 PM
To: Howman, Peter; Dietz, John; Corcoran, Beverley
Cc: Collins, Steve; Stabb, Nicholas
Subject: s47F - Board Agreement to work with DHA

Peter,

s47F s47F, called me today to inform me that the Board of the s47 had unanimously agreed to work with DHA to facilitate the building of the new clubhouse on land from the ACT Government. As the only Services/RSL Club in Canberra, they felt that there were major benefits for both of us in this arrangement.

s47 currently own the site on Canberra Avenue (where the Leopard tank is) but this has been promised by the ACT Government to a hotel chain. s47 are in negotiation with the ACT Government regarding options for a land swap - attached is one option offered by the ACT Govt. s47 feel that they are in a poor negotiating position, with their only card being the withholding of approval to provide their current site for a hotel. They would like to join with us and thus have more bargaining power with LDA and the ACT Government.

NEXT STEP

I would like to organise a meeting with elements of the s47 Board in our Boardroom hosted by yourself and with me, JD, Steve and Nick Stabb attending from DHA. Knowing your availability, it may be easier to have us meet them without you and to split you out for a breakfast meeting – perhaps for a Breakfast meeting including myself & JD with just the s47F on **2 July 0800**?

We could then hold a working level meeting with the s47F members later that day.

Conclusion

We have hooked a big fish here and now need to reel it in. I need you for a handshake to go ahead and commitment to support a joint development through LDA & the ACT Govt. Nick & Steve can then do the rest.

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Cc: Collins, Steve; Stabb, Nicholas
Subject: FW: s47F

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- s47F – s47F s47F
- s47F – s47F
- s47F – s47F

They were very keen to work with DHA and saw great potential in the Defence connection. They are keen to explore an MOU or similar which ensures a viable future for the Club based on DHA building it for them in return for

apartments above. They are not desperate in terms of timing and are willing to wait for the best deal with the ACT Government. They feel that they are not there yet. All of the Board members are honorary positions so they do not have the expertise or time to manage a build.

Way Ahead

§47F are meeting Thursday evening and will approve holding further negotiations with DHA for the way forward. They wish DHA support in negotiations with the ACT Government. The current site offered appears too small to do a viable deal and there may be a possibility to combine with DHA for the larger site which will offer more apartments and thus be more viable.

The §47F are holding a Strategy Day on 20 July and are likely to seek a short DHA presentation to the Board looking at options for the way forward.

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We will need to widen to team after their Board agrees to work with us.
Will keep you informed.

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Subject: §47F

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Thanks again

§47F

§47F

§47

§47F

Sent from my iPhone

Begin forwarded message:

From: §47F
Date: 11 June 2013 1:53:27 PM AEST
To: §47F
Subject: §47

§47F

A plan of the proposed site.

Please note that the ground floor layout has been set out on the basis that a garbage truck could access the site in a forward motion. In reality, a private contract would be able to service a 10 m3 bin and load overhead and therefore the club would be able to build to the boundary.

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To: Sackley, Pip
Subject: FW: s47F [REDACTED] b - Board Agreement to work with DHA
Attachments: s47F [REDACTED] Footprint 2 041212.pdf

From: Gallagher, Vern
Sent: Friday, 21 June 2013 3:05 PM
To: Howman, Peter; Dietz, John; Corcoran, Beverley
Cc: Collins, Steve; Stabb, Nicholas
Subject: Canberra Services Club - Board Agreement to work with DHA

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President of the s47F [REDACTED], s47F [REDACTED], called me today to inform me that the s47F [REDACTED] had unanimously agreed to work with DHA to facilitate the building of the new clubhouse on land from the ACT Government. As the only Services/RSL Club in Canberra, they felt that there were major benefits for both of us in this arrangement.

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- s47F [REDACTED] – s47F [REDACTED] s47F [REDACTED]
- s47F [REDACTED] – s47F [REDACTED]
- s47F [REDACTED] – s47F [REDACTED]

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s47F

s47F

s47

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Regards

s47F

| phone: (02) 6207 0274 | fax: (02) 6207 0123 | mob: s47F

Economic Development Directorate | ACT Government |

Sackley, Pip

From: Gallagher, Vern
Sent: Wednesday, 15 July 2015 9:37 AM
To: Sackley, Pip
Subject: FW: §47F Holding Statement

From: §47F
Sent: Monday, 30 June 2014 8:32 AM
To: §47F
Cc: Stabb, Nicholas; Cooper, Natalie; §47F
Subject: RE: §47F Holding Statement

Team

Can we get an update on the status of the agreement. Has this been cleared by the governments legal team.
 Thanks

§47F
 §47F

§47F

§47F
 §47F
 §47F

From: §47F
Sent: Monday, 30 June 2014 8:31 AM
To: §47F
Cc: §47F; Stabb, Nicholas; Cooper, Natalie; §47F
Subject: RE: §47F Holding Statement

Thanks §47F
 Appreciate the update.
 Regards
 §47F

§47F | §47F | **Urban Renewal**
 Phone: 02 6207 1777 | Fax: 02 6207 6110 | Mobile: §47F
Land Development Agency | Economic Development Directorate | ACT Government
 Level 7 Transact House, Northbourne Avenue, DICKSON, ACT
 GPO Box 158 Canberra ACT 2601 | E.mail: §47F

From: §47F
Sent: Monday, 30 June 2014 8:24 AM
To: Gallagher, Vern; §47F
Cc: §47F); Stabb, Nicholas; §47F Cooper, Natalie
Subject: RE: §47F Holding Statement

Vern/Paul etc.

Hope all had a good weekend. The old adage continues in that it never rains in the bosses time!

The Sunday information session for the s47F went well. A small group turned up, around 20, and the majority of time was spent on the merger with the s47F and the process. No questions on where was the new site etc. all present felt happy with the information that had been distributed to date and all left happy.

Thanks again

s47F

From: Gallagher, Vern [<mailto:Vern.Gallagher@dha.gov.au>]
Sent: Friday, 27 June 2014 12:15 PM
To: s47F
Cc: s47F); Stabb, Nicholas; s47F; Cooper, Natalie
Subject: s47F Holding Statement

Hi s47F

As discussed on Wednesday, ACT Govt & DHA have agreed on a statement that reflects the current situation and avoids unduly alarming anyone with an interest in the Childcare site. If asked, could you & your committee members please use this statement:

s47F are working with the ACT government to identify possible sites for a new s47 premises. It is expected that these premises would be located in Canberra's inner south. We will provide more information once further discussions have been held.'

Regards

Vern

Vern Gallagher | General Manager
Business Development & Innovation | Defence Housing Australia
26 Brisbane Avenue, Barton ACT 2600
Tel: 02 6217 8489 | Mobile: s47F | Fax: 02 6217 8462
vern.gallagher@dha.gov.au | www.dha.gov.au

Sackley, Pip

From: Gallagher, Vern
Sent: Wednesday, 15 July 2015 9:37 AM
To: Sackley, Pip
Subject: FW: LDA/DHA & s47 MOU Steering Committee: meeting papers 24/2/15
Attachments: 2014_09_04 - minutes of Meeting 1- LDA_DHA_s47 MOU (final).docx; 24 Feb 2015 - LDA_DHA_s47 MoU Meeting 2 - Agenda.docx

From: s47F
Sent: Monday, 23 February 2015 1:52 PM
To: s47F; Gallagher, Vern; s47F Howman, Peter; Dermatossian, Madeline; s47F; Stabb, Nicholas; Collins, Steve; s47F
Subject: LDA/DHA & s47F Steering Committee: meeting papers 24/2/15

Good afternoon LDA, DHA & s44 MOU Steering committee members,

Please find attached the minutes of the first meeting for the MOU steering committee meeting held on 4 September and the agenda for the next meeting scheduled for tomorrow morning commencing at 10am in the LDA Boardroom, Level 6, Transact House, 470 Northbourne Avenue Dickson.

If there are any queries or apologies please advise by reply.

The meeting will be chaired by s47F s47F, LDA Urban Renewal.

Thank you.

s47F



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Sackley, Pip

From: Gallagher, Vern
Sent: Wednesday, 15 July 2015 9:36 AM
To: Sackley, Pip
Subject: FW: Document Execution - MOU between s47 and DHA
Attachments: DHA s47F MOU signed 24 Jul 13.pdf

From: Gallagher, Vern
Sent: Thursday, 25 July 2013 7:56 AM
To: Stabb, Nicholas; Collins, Steve; Corcoran, Beverley
Cc: Dietz, John; Martin, Jaye; Vink, Fiona
Subject: RE: Document Execution - MOU between s47 and DHA

Hi Nick,

A copy of the signed MOU is also on the P drive:

P:\Property Provisioning\8. LAND PROVISIONING\7. ACT s47F \DHA s47F MOU signed 24 Jul 13.pdf

I will provide a copy of the original to Fiona for her safe keeping.

Vern

From: Stabb, Nicholas
Sent: Wednesday, 17 July 2013 4:40 PM
To: s47F
Cc: Gallagher, Vern
Subject: Document Execution - MOU between s47 and DHA

Hi s47F

Thankyou for promptly providing s47's feedback in relation to the DRAFT MOU between our respective organisations.

I confirm the amendments s47 has proposed are acceptable to DHA and document is now being finalised for execution. I will forward a copy of the final document once we have received it back from s47F

As discussed, DHA would like to coordinate a brief document signing ceremony with representatives from s47. May I propose Wednesday 24 July 2013 at 1730 in DHA's Board Room and our Managing Director Peter Howman will be in attendance.

Can you please confirm if this date and time is acceptable and who from s47 will be attending. I need to make after hours arrangements with our reception team and notify them who will be attending.

If in the meantime you have any further queries, please do not hesitate to contact me directly.

Regards,

Nicholas Stabb | National Manager Business Development
 Property Provisioning Group | Defence Housing Australia

26 Brisbane Avenue Barton ACT 2600
 Tel: 03 9947 8179 | Fax: 02 6222 2237 | Mob: s47F
nicholas.stabb@dha.gov.au | www.dha.gov.au

Sackley, Pip

From: Gallagher, Vern
Sent: Wednesday, 15 July 2015 9:35 AM
To: Sackley, Pip
Subject: FW: s47F
Attachments: s47F Footprint 2 041212.pdf; ATT00001.htm

From: s47F
Sent: Wednesday, 19 June 2013 9:39 AM
To: Gallagher, Vern
Subject: s47F

Vern
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s47F

s47F

s47

s47F

Sent from my iPhone

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Date: 11 June 2013 1:53:27 PM AEST
To: s47F
Subject: s47

s47F

A plan of the proposed site.

Please note that the ground floor layout has been set out on the basis that a garbage truck could access the site in a forward motion. In reality, a private contract would be able to service a 10 m3 bin and load overhead and therefore the club would be able to build to the boundary.

Regards

s47F | s47F | Major Projects
 | phone: (02) 6207 0274 | fax: (02) 6207 0123 | mob: s47F

Economic Development Directorate | ACT Government |

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disclose its contents to any other person.

Sackley, Pip

From: Gallagher, Vern
Sent: Wednesday, 15 July 2015 9:37 AM
To: Sackley, Pip
Subject: FW: DHA/s47F - Signed MOU
Attachments: 20140821171019660.pdf

From: Gallagher, Vern
Sent: Friday, 22 August 2014 12:36 PM
To: Vink, Fiona; Howman, Peter; Dermatossian, Madeline; Stabb, Nicholas; Collins, Steve
Cc: Corcoran, Beverley; Vinning, Katische; Martin, Jaye
Subject: Fwd: DHA/s47F - Signed MOU

Fi,
 Can you please record and store this signed 3-way MOU.

All,
 There is a meeting at LDA on 4 Sep to discuss the forward process re rezoning and DA.

Invitations have been issued. I will forward MOU to s47F

Regards

Vern

From: s47F
To: "Gallagher, Vern" <Vern.Gallagher@dha.gov.au>
Cc: s47F
Subject: DHA/s47F - Signed MOU

Vern
 As discussed, please find attached a scanned (HD) copy of the signed MOU.
 Can you please distribute to relevant parties.
 A meeting time for our next DHA/s47F and LDA MOU implementation coordination is being arranged for the week of 1 September.
 Kind regards

s47F

s47F | s47F | Urban Renewal
 Phone: 02 6207 1777 | Fax: 02 6207 6110 | Mobile: s47F
 Land Development Agency | Chief Minister, Treasury and Economic Development Directorate | ACT Government
 Level 7 Transact House, Northbourne Avenue, DICKSON, ACT
 GPO Box 158 Canberra ACT 2601 | E.mail: s47F

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IN-CONFIDENCE

**Memorandum of Understanding
between
Land Development Agency, Defence Housing Australia
and s47F**

**Steering Committee
Meeting 1: 4 September 2014**

Attendees:

s47F s47F, Land Development Agency (Chair)
s47F, s47F, Urban Renewal, Land Development Agency
Vern Gallagher, General Manager, Strategy and Innovation, Defence Housing Australia
Steve Collins, General Manager, Business Development Unit, Defence Housing Australia
Katische Vinning, Innovation and Sustainability Manager, Defence Housing Australia
Jaye Martin, Legal Counsel, Property Provisioning Group, Defence Housing Australia
s47F s47F, s47F
s47F, s47F, s47F
s47F, s47F
s47F, s47F, Land Development Agency (Secretariat)

Items:**1. Memorandum of Understanding update**

The meeting noted the Memorandum of Understanding has been signed and a final copy circulated to all parties.

2. s47F relocation to Section 41, Griffith update

- s47F) relocation

Mr s47F updated the meeting on the Land Development Agency's (LDA) progress to relocate s47F currently situated on Block 2, Section 41 Griffith.

It is anticipated the tender/marketing for the LDA's current preferred option - to release a nearby site (part Block 5 Section 36 Forrest) for the development of a new childcare facility (along with parking and tennis court provisions), can be run in parallel with the Territory Plan Variation (TPV) process for Blocks 2 and 5 Section 41, to ensure these sites are vacant once development is permitted. This approach remains subject to Government agreement. Consultation with s47F regarding relocation of the centre is also yet to commence, pending the development of options.

Mr s47F committed to provide an update, out of session, on the progress of the s47F relocation within two weeks. The meeting also requested advice on s47F user demographic (for example, post code data).

- **Territory Plan Variation**

Mr s47F advised Blocks 2 and 5 Section 41 will be included in an upcoming omnibus TPV process, which is expected to be released for public consultation December/January. The

meeting noted it is highly desirable to stage the market release of the proposed childcare site concurrently with the TPV public consultation to support the community engagement process.

The meeting noted s47F ability to build on its existing relationships with local businesses will be invaluable to the community engagement process, including the identification of local champions for the project.

The parties agreed to consider a joint media briefing, including s47F where feasible, to coincide with the community engagement process. Mr s47F will come back to the parties with a proposal around timing.

The meeting agreed the parties will jointly develop and agree the community engagement strategy.

- **Defence Housing Australia (DHA) / s47 agreement**

The meeting noted DHA and s47 are working to finalise their agreement around the proposed new development. Mr s47F offered the LDA's assistance with navigating the Territory's planning processes, if desired.

3. Other Business

Mr Gallagher noted DHA is looking around Canberra for other higher density housing prospects, in recognition of DHA's increased focus on Defence singles and couples, in addition to families.

4. Next meeting

The parties committed to keeping each other regularly updated on progress out of session.

The next meeting will be scheduled for mid-November 2014.

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s47F s47F Major Projects

| phone: (02) 6207 0274 | fax: (02) 6207 0123 | mob s47F

Economic Development Directorate | ACT Government |

Sackley, Pip

From: Gallagher, Vern
Sent: Wednesday, 15 July 2015 9:37 AM
To: Sackley, Pip
Subject: FW: Meeting of s47/DHA/LDA
Attachments: 2014 06 05 - Draft MoU (ACT tracked changes).docx; 2014 06 05 - Draft MoU (revised - clean copy).docx

From: s47F]
Sent: Friday, 6 June 2014 11:57 AM
To: Gallagher, Vern
Cc: s47F
Subject: Meeting of s47 DHA/LDA

Hi Vern

Yesterday's meeting was very productive.

Below are some of the key activities that I took note of from the meeting that we will work toward:

- As discussed, please find attached a copy of the revised DHA/s47 MOU (two versions – clean and tracked changes copies) for your distribution to relevant parties for comment/support. If comment on the revised version is substantive it may be good to meet with the parties to refine and finalise the MOU
- You are to provide the LDA copies of material you have had prepared related to the analysis, design options and preferred design for the Griffith S.41 site (and any other material you consider relevant). As discussed this material will be provided, where relevant, to the Planning Authority officer assisting EDD/LDA in preparing the draft Territory Plan document.
- Our media and communications people should get together soon to co-ordinate an engagement strategy for the project (including perhaps signing of the MOU in advance of the Draft Territory Plan Variation process commencing and ongoing shared communication).
- LDA is to consider the offer by the s47F accommodating the Leopard Tank in its new park being developed in Campbell S.5.

Let me know if I have missed anything Vern.

Regards

s47

s47F | s47F | **Urban Renewal**

Phone: 02 6207 1777 | Fax: 02 6207 6110 | Mobile: s47F

Land Development Agency | Economic Development Directorate | ACT Government

Level 7 Transact House, Northbourne Avenue, DICKSON, ACT

GPO Box 158 Canberra ACT 2601 | E.mail: s47F

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MEMORANDUM OF UNDERSTANDING

DATED: 20152014

BETWEEN
DEFENCE HOUSING AUSTRALIA
("DHA")

AND:

s47F **s47F**

s47F

AND:

ACT GOVERNMENT
("ACT GOVERNMENT")

s47F

MEMORANDUM OF UNDERSTANDING

DATE: 2015~~2014~~

PARTIES: **DEFENCE HOUSING AUSTRALIA** of 26 Brisbane Avenue, Barton ACT 2600 ("DHA").

AND: **s47F** **s47F** a public company limited by guarantee and having its postal address of PO Box 3041, Manuka ACT 2603 (**s47F**)

AND: **ACT GOVERNMENT** of insert address ("**ACT GOVERNMENT**").

BACKGROUND:

- A. **s47** is the registered proprietor of a Crown Lease being Block 1 Section 15 Griffith ("**the Land**") with the address of Canberra Avenue, Manuka, ACT. The Crown Lease commenced in 11 May 1984 with a term of 50 years that expires on 10 May 2034.
- B. On 27 April 2011 the Club building that had been erected on the Land was totally destroyed by fire.
- C. **s47** has been in discussions with the ACT Government in relation to the construction of a new **s47F** on the Land. From the middle of 2012 those discussions with the ACT Government introduced the proposal that **s47** would surrender the Crown Lease for the Land and in exchange the ACT Government would grant to **s47** a new Crown Lease upon which **s47** could erect new Club premises.
- D. The Land is adjacent to the Manuka Oval precinct and indications have been made by the ACT Government that the Land may be included in plans for the further development and expansion of that precinct.
- E. After the consideration of a number of alternative sites for the Club premises, the discussions between **s47** and the ACT Government led to the identification of the Proposed New Site as the preferred site for the construction of the new Club premises.
- F. **s47** has entered into a separate Memorandum of Understanding with DHA regarding development opportunities on the Proposed New Site.

OPERATIVE CLAUSES

1. DEFINITIONS

In this Memorandum of Understanding unless the context requires otherwise:

"**Confidential Information**" means all information of and relating to a party and its business including:

- (a) trade secrets, drawings, know how, techniques;
- (b) business and marketing plans and projections;
- (c) arrangements and agreement with third parties;
- (d) concepts not reduced to material form, designs, plans and models

excepting any such information which is public knowledge.

“**Land**” means Block 1 Section 15 Division of Griffith in the Australian Capital Territory.

“**Memorandum of Understanding**” or “**MOU**” means the memorandum of understanding between the parties constituted by this “Memorandum of Understanding” and will include all schedules and annexures to this Memorandum of Understanding.

“**Proposed New Site**” means the current identified site of Block 5 Section 41 Division of Griffith in the Australian Capital Territory or any alternative site that becomes the development site following further discussions with the ACT Government and agreement by **s47F**

“**Term**” means the period of twenty four (24) months from the date of this MOU.

2. INTENT

2.1 Intent of MOU

The purpose of this Memorandum of Understanding is to record how the parties plan to work together to achieve the Objectives referred to in clause 2.2.

2.2 Objectives of the Parties

The objectives of the parties that are hoped to be achieved by the commitments made under this MOU are the following:

- (a) rezoning of the Proposed New Site to support the development plans of **s47F**
- (b) rezoning of the Land to support the development plans of the ACT Government; and
- (c) to conclude an agreement between **s47** and the ACT Government for the surrender of the Crown Lease for the Land upon the grant of a Crown Lease for the Proposed New Site.

3. COMMITMENTS BY THE PARTIES

3.1 ACT Government

ACT Government will lead and project manage the rezoning of the Proposed New Site and the Land on behalf of all parties in accordance with the objectives referred to in clause 2.2.

3.1 **s47**

s47 will do all things practicably reasonable to assist ACT Government to achieve the objectives of the parties as referred to in clause 2.2, particularly with regard to community consultation and stakeholder engagement during the rezoning process.

3.2 DHA

DHA will do all things practicably reasonable to assist ACT Government to achieve the objectives of the parties as referred to in clause 2.2.

3.3 All parties acknowledge that in this instance the ACT Government is also the responsible planning authority for all rezoning and development applications. This role is distinct from its role as vendor / landowner.

4. STEERING COMMITTEE

4.1 Establishment

DHA, **s47** and the ACT Government must establish and maintain during the Term the Steering Committee to:

-
- (a) identify, discuss and make recommendations to the parties regarding co-operation between the parties in accordance with the Intent;
 - (b) prepare, discuss, amend, update and monitor compliance with the Commitments of the Parties pursuant to clause 3; and
 - (c) discuss and monitor progress with this MOU.

4.2 **Representatives**

The Steering Committee will consist of two (2) representative of each DHA, s47 and the ACT Government.

4.3 **Replacement and alternate representatives**

DHA, s47 and ACT Government may by notice to the other party:

- (a) replace its representatives on the Steering Committee; or
- (b) appoint a person to act as an alternate for its representatives on the Steering Committee.

4.4 **Delegated authority**

All parties must ensure that their representatives on the Steering Committee have delegated power to make all decisions on their behalf as provided for in this MOU.

4.5 **Functions of the Steering Committee**

Except as expressly provided in this MOU, the Steering Committee has no power to make a decision about:

- (a) the amendment, termination of, assignment of, change to or waiver of any rights under this agreement;
- (b) committing to any expenditure or liability on behalf of either party, except as expressly contemplated under this agreement; or
- (c) the taking or defending, or not taking or defending, legal or other proceedings.

4.6 **Meeting frequency**

The Steering Committee must meet monthly or at such other intervals or times as the Steering Committee agrees.

4.7 **Chairing**

The Steering Committee will be chaired by a representative of the ACT Government.

4.8 **Minutes**

The chair of the Steering Committee will minute each Steering Committee meeting and provide a copy of the minutes to the other Steering Committee members within five (5) Business Days after the meeting for their consideration. The other Steering Committee members may request that amendments be made to the minutes where the minutes do not accurately record the deliberations of the Steering Committee.

5. **MUTUAL OBLIGATIONS**

5.1 **Communications**

The parties will each ensure that they and all of their respective employees, agents and independent contractors that have occasion to communicate with or in any way interact with

each other are suitably qualified, experienced and equipped to perform their responsibilities in relation to this Memorandum of Understanding in an efficient and professional manner.

5.2 Information and Assistance

The parties will provide each other with access to all information in their possession which the other reasonably requires in order to fulfil their commitments under this MOU.

5.3 Protection of Reputation and Interests

The parties will use their best endeavours not to do or permit to be done any act which is likely to damage the reputation or adversely affect the interests of the other. Without limiting the foregoing, the parties agree that they will at all times during and subsequent to termination of this Memorandum of Understanding refrain from:

- (a) making or issuing any derogatory remark or statement regarding the other party or its personnel and business to any third party; and
- (b) attributing or inferring sole blame to the other party for any fault or circumstance unless it is absolutely certain that sole blame does in fact rest with that other.

5.4 Termination

- (a) Each party shall return to the other parties any materials obtained by it pursuant to this Memorandum of Understanding immediately upon:
 - (i) termination of this Memorandum of Understanding; or
 - (ii) demand by the other party.
- (b) Without limiting the foregoing, each party undertakes that upon termination of this Memorandum of Understanding it shall immediately hand to the other parties and shall not retain, any record, representation or reproduction (written, electronic, photographic or otherwise) of the confidential information.
- (c) Each party agrees that the provisions of clause 5 will survive the termination of this Memorandum of Understanding.

5.5 General Provisions

- (a) Other than in regards to clauses 5.3 and 5.4(b) inclusive, this Memorandum of Understanding will not be legally binding on any party.
- (b) Each party is liable to pay its own legal costs in connection with the drafting and preparation of this Memorandum of Understanding. Each party is also responsible for the other costs that it incurs such as consultant fees.
- (c) The term of this Memorandum of Understanding is twenty four (24) months from the date of signing.
- (d) This Memorandum of Understanding may be terminated at any time by the giving of three months written notice from one party to the other party.
- (e) The terms of this Memorandum of Understanding and all information exchanged between the parties under this Memorandum of Understanding during the negotiations preceding this Memorandum of Understanding are confidential to them. A party must not disclose any of those terms or information, or any other Confidential Information, to any other person except:
 - (i) to employees, legal advisers, accountants, auditors and other consultants of the party or its related bodies corporate requiring the information for the purposes of this Memorandum of Understanding; or

-
- (ii) if the information is, at the date of this Memorandum of Understanding, lawfully in the possession of the recipient of the information through sources other than the party who supplied the information; or
 - (iii) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information; or
 - (iv) if strictly and necessarily required in connection with legal proceedings relating to this Memorandum of Understanding, including for the purposes of enforcement of any rights or obligations of a party pursuant to this Memorandum of Understanding; or
 - (v) if required by law or a stock exchange; or
 - (vi) with the consent of the party who supplies the information.

DRAFT

EXECUTED as an Agreement.

EXECUTED by)
s47F in)
accordance with the Corporations Act:)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

SIGNED by)
Defence Housing Australia)
)
)

.....
Signature of Managing Director

.....
Signature of Witness

.....)
Name of Managing Director)

.....
Name of Witness

SIGNED by)
ACT Government)
)
)

.....
Signature of insert

.....
Signature of Witness

.....)
Name of insert)

.....
Name of Witness

**Memorandum of Understanding
between
Land Development Agency, Defence Housing Australia
and s47F**

Steering Committee

**Meeting 2:
24 February 2015
10.00 – 11.00am**

Agenda

1. Opening comments

- a. LDA
- b. DHA
- c. s47

2. s47 relocation update

- a. s47F
- b. Joint media briefing (LDA)

3. Territory Plan variation (LDA)

4. DHA / s47 agreement update (DHA/s47F)

5. Other Business

6. Next meeting

Sackley, Pip

From: Gallagher, Vern
Sent: Wednesday, 15 July 2015 9:36 AM
To: Sackley, Pip
Subject: FW: Letter MD DHA to President s47 3 Jul 13
Attachments: OTB3664 s47F s47 .pdf

From: Corcoran, Beverley
Sent: Monday, 8 July 2013 3:20 PM
To: Gallagher, Vern
Cc: Stabb, Nicholas; Dietz, John; Jordan, Ross; s47F
Subject: RE: Letter MD DHA to s .47F t s47 3 Jul 13

Vern
Please find attached signed letter to s47F , which will be posted this afternoon.
Regards
Bev

From: Gallagher, Vern
Sent: Thursday, 4 July 2013 8:56 AM
To: Corcoran, Beverley
Cc: Stabb, Nicholas; Dietz, John
Subject: RE: Letter MD DHA to s47F s47 3 Jul 13

Bev,
I have updated the letter accordingly, dated for Monday.

As a moot point, DHA only has statutory obligations for MWDs. There is no Act to support singles, therefore no statutory functions.

This letter is only interim until we get the MOU in place.

Vern

From: Corcoran, Beverley
Sent: Thursday, 4 July 2013 8:24 AM
To: Gallagher, Vern
Cc: Stabb, Nicholas; Dietz, John
Subject: RE: Letter MD DHA to s47F s47 3 Jul 13

Should have read this first. I'll await your update.

From: Stabb, Nicholas
Sent: Wednesday, 3 July 2013 8:12 PM
To: Gallagher, Vern; Dietz, John; Corcoran, Beverley
Subject: Re: Letter MD DHA to s47F s47 3 Jul 13

Vern,

May I suggest you include in the letter before Peter signs, a statement regarding DHA working with s47 to enable DHA to fulfil its statutory function. Most important given recent QLD Government experiences / Ministerials.

Regards,

Nick

Sent from my iPad

On 03/07/2013, at 5:17 PM, "Gallagher, Vern" <Vern.Gallagher@dha.gov.au> wrote:

Bev,

At a meeting on Tuesday, Peter offered to send a letter to the President of the **s47F** as a 'comfort' pending the signing of an MOU between the two organisations.

Once signed, I can also e-mail to him.

Vern

<Letter MD DHA to **s47F** **s47F** 3 Jul 13.docx>

Sackley, Pip

From: Gallagher, Vern
Sent: Wednesday, 15 July 2015 9:36 AM
To: Sackley, Pip
Subject: FW: Meeting with MD DHA 0815 Tues - s47F, Kingston
Attachments: ACT Economic Development Directorate - Structure Jun 13.pdf

From: Gallagher, Vern
Sent: Monday, 1 July 2013 4:38 PM
To: s47F
Subject: Meeting with MD DHA 0815 Tues - s47F, Kingston

Hi s47F
 Tomorrow, feel free to ask for Peter Howman to meet with s47F and support the s47/DHA alliance.

This is my understanding. Basically, s47 holds rights over a key block of land and needs assistance in negotiating a better deal for an alternate block with LDA. Overall aim is that s47 will bring the land and, as a result of strong negotiations with LDA & ACTPLA, DHA will build the new s47 and 4-6 levels of apartments on top. The number of apartments built must return sufficient to allow for DHA to pay s47 for the land and to build the new club.

Current land and the currently offered alternative fail to meet the criteria of ensuring the long term viability of the s47. There is still a lot of work to do and we are a long way from an acceptable outcome.

Vern

DRAFT RECORD OF MEETING – s44/DHA

Attendees – DHA

1. John Dietz
2. Vern Gallagher
3. Steve Collins
4. Nick Stabb

Attendees – s47F Board Members

1. s47F s47F
2. s47F
3. s47F
4. s47F
5. s47F
6. s47F
7. s47F

s47 Overview

s47F s47F gave an overview of what s47 aims were for the club in the future. s47 has a strong community focus with 25 years left on their current (vacant land after fire) lease. He acknowledged the current zoning problems, both with the current site and the proposed site. He also mentioned that they had been approached by several organisations, resulting in a lack of trust across the board. The aim of the Board was to:

- Rebuild the club;
- Retain the atmosphere of a s47F;
- ‘Serve those who served’; and
- Ensure the long term financial viability of the club.

Site Background

The ACT Government had offered a range of sites. The current site beside Manuka Oval was 2468 SQM, with a GFA of 850 SQM which was the size of the previous clubhouse. The offered site at Block 5 Section 41 in Manuka (Griffith) is expected to be zoned for a height of 4 floors and a GFA of 4,000 SQM.

ACT Government

All discussions held by s47 have been with s47F of Land Development Agency (LDA). s47F works for s47F who works for s47F. Org Chart is attached. s47 felt that LDA were only interested in getting hold of the current s47 site and had no other interest. However, with a strong AFP and Defence support base, s47 are in a strong position.

s47 has a draft Heads of Agreement with LDA and made a copy available.

Way Forward

DHA's strong advice was for s47 to not relinquish control of the current site until all elements of a future site deal were agreed.

s47 felt that, with DHA, they had a strong partner that they could trust and a partner who could assist in bringing some weight to bear in negotiations with the ACT Government and LDA.

Nick Stabb undertook to deliver a draft MOU in the next few days. It was also agreed that Nick Stabb would be the DHA point of contact for s47 and with the LDA for upcoming negotiations.

Regards

Vern

Sackley, Pip

From: Gallagher, Vern
Sent: Wednesday, 15 July 2015 9:37 AM
To: Sackley, Pip
Subject: FW: §47F Holding Statement

From: §47F
Sent: Monday, 30 June 2014 8:32 AM
To: §47F; Gallagher, Vern; §47F
Cc: Stabb, Nicholas; Cooper, Natalie; §47F
Subject: RE: §47F Holding Statement

Team

Can we get an update on the status of the agreement. Has this been cleared by the governments legal team.
 Thanks

§47F
 §47F Business Solutions

§47F

§47F
 §47F
 §47F
 §47F

From: §47F
Sent: Monday, 30 June 2014 8:31 AM
To: §47F Gallagher, Vern; §47F
Cc: §47F; Stabb, Nicholas; Cooper, Natalie; §47F
Subject: RE: §47F Holding Statement

Thanks §47F
 Appreciate the update.
 Regards
 §47F

§47F | §47F r | **Urban Renewal**
 Phone: 02 6207 1777 | Fax: 02 6207 6110 | Mobile: §47F
Land Development Agency | Economic Development Directorate | ACT Government
 Level 7 Transact House, Northbourne Avenue, DICKSON, ACT
 GPO Box 158 Canberra ACT 2601 | E.mail: §47F

From: §47F
Sent: Monday, 30 June 2014 8:24 AM
To: Gallagher, Vern; §47F
Cc: §47F Stabb, Nicholas; §47F Cooper, Natalie
Subject: RE: §47F Holding Statement

Vern/Paul etc.

Hope all had a good weekend. The old adage continues in that it never rains in the bosses time!

The Sunday information session for the s47F went well. A small group turned up, around 20, and the majority of time was spent on the merger with the s47F and the process. No questions on where was the new site etc. all present felt happy with the information that had been distributed to date and all left happy.

Thanks again

s47F

From: Gallagher, Vern [<mailto:Vern.Gallagher@dha.gov.au>]

Sent: Friday, 27 June 2014 12:15 PM

To: s47F

Cc: s47F); Stabb, Nicholas; s47F'; Cooper, Natalie

Subject: s47F Holding Statement

Hi s47F

As discussed on Wednesday, ACT Govt & DHA have agreed on a statement that reflects the current situation and avoids unduly alarming anyone with an interest in the Childcare site. If asked, could you & your committee members please use this statement:

s47F are working with the ACT government to identify possible sites for a new s47 premises. It is expected that these premises would be located in Canberra's inner south. We will provide more information once further discussions have been held.'

Regards

Vern

Vern Gallagher | General Manager
Business Development & Innovation | Defence Housing Australia
26 Brisbane Avenue, Barton ACT 2600
Tel: 02 6217 8489 | Mobile: s47F | Fax: 02 6217 8462
vern.gallagher@dha.gov.au | www.dha.gov.au

Bm14 17625

MEMORANDUM OF UNDERSTANDING

DATED: Aug 11, 14, 11:56 AM

BETWEEN

DEFENCE HOUSING AUSTRALIA

("DHA")

AND:

s47F [REDACTED] s47F [REDACTED]

s47F [REDACTED]

AND:

LAND DEVELOPMENT AGENCY

("LDA")

s47F [REDACTED]

MEMORANDUM OF UNDERSTANDING

DATE: Aug 11, 14, 11:56 AM

PARTIES: DEFENCE HOUSING AUSTRALIA of 26 Brisbane Avenue, Barton ACT 2600 ("DHA").

AND: s47F [REDACTED] a public company limited by guarantee and having its postal address of PO Box 3041, Manuka ACT 2603 s47F [REDACTED]

AND: LAND DEVELOPMENT AGENCY of Level 7 TransACT House, 470 Northbourne Ave Dickson ACT 2602 ("LDA").

BACKGROUND:

- A. s47F [REDACTED] is the registered proprietor of a Crown Lease being Block 1 Section 15 Griffith ("the Land") with the address of Canberra Avenue, Manuka, ACT. The Crown Lease commenced in 11 May 1984 with a term of 50 years that expires on 10 May 2034.
- B. On 27 April 2011 the s47F [REDACTED] building that had been erected on the Land was totally destroyed by fire.
- C. s47F [REDACTED] has been in discussions with the LDA in relation to the construction of a new Club facility on the Land. From the middle of 2012 those discussions with the LDA introduced the proposal that s47F [REDACTED] would surrender the Crown Lease for the Land and in exchange the LDA would grant to s47F [REDACTED] a new Crown Lease upon which s47F [REDACTED] could erect new Club facility.
- D. The Land is adjacent to the Manuka Oval precinct and indications have been made by the LDA that the Land may be included in plans for the further development and expansion of that precinct.
- E. After the consideration of a number of alternative sites for the Club facility, the discussions between s47F [REDACTED] and the LDA led to the identification of the Proposed New Site as the preferred site for the construction of the new Club facility, notwithstanding that amendments need to be made to the Territory Plan to permit that use on the Proposed New Site.
- F. s47F [REDACTED] has entered into a separate Memorandum of Understanding with DHA regarding development opportunities on the Proposed New Site.

OPERATIVE CLAUSES

1. DEFINITIONS

In this Memorandum of Understanding unless the context requires otherwise:

"Confidential Information" means all information of and relating to a party and its business including:

- (a) trade secrets, drawings, know how, techniques;
- (b) business and marketing plans and projections;
- (c) arrangements and agreement with third parties; and

(d) concepts not reduced to material form, designs, plans and models
excepting any such information that is public knowledge.

“Land” means Block 1 Section 15 Division of Griffith in the Australian Capital Territory.

“Memorandum of Understanding” or “MOU” means the memorandum of understanding between the parties constituted by this “Memorandum of Understanding” and will include all schedules and annexures to this Memorandum of Understanding.

“Proposed New Site” means the current identified site of Blocks 2 and 5 Section 41 Division of Griffith in the Australian Capital Territory or any alternative site that becomes the development site following further discussions with the LDA and agreement by s47F

“Term” means the period of twenty four (24) months from the date of this MOU.

2. INTENT

2.1. Intent of Memorandum of Understanding

The purpose of this MOU is to record how the parties plan to work together to achieve the Objectives referred to in clause 2.2 without creating legally binding obligations.

2.2. Objectives of the Parties

The objectives of the parties that are hoped to be achieved by the commitments made under this MOU are the following:

- (a) to work toward ensuring permitted uses on the Proposed New Site to permit the development plans of the s47F
- (b) ensuring permitted uses on the Land support the development plans of the LDA; and
- (c) to conclude an agreement between s47F and the LDA for the surrender of the Crown Lease for the Land in return for the grant of a Crown Lease for the Proposed New Site.

3. COMMITMENTS BY THE PARTIES

3.1 LDA

LDA will lead and project manage the process of preparing a proposal for the variation of the Territory Plan and the National Capital Plan on behalf of all parties in accordance with the objectives referred to in clause 2.2.

3.2 s47F

s47F will do all things practicably reasonable to assist the LDA to achieve the objectives of the parties as referred to in clause 2.2..

3.3 DHA

DHA will do all things practicably reasonable to assist the LDA to achieve the objectives of the parties as referred to in clause 2.2.

3.4 All Parties

All parties acknowledge that whilst the LDA is an ACT Government entity it does not have the power itself to bind the ACT Government, the Planning and Land Authority or the National Capital Authority to make the planning decisions required by this MOU. It merely has the

personnel and experience to formulate proposals to government upon which those decisions may be made.

4. STEERING COMMITTEE

4.1. Establishment

DHA, s47F and the LDA must establish and maintain during the Term the Steering Committee to:

- (a) identify, discuss and make recommendations to the parties regarding co-operation between the parties in accordance with the Intent;
- (b) prepare, discuss, amend, update and monitor compliance with the Commitments of the Parties pursuant to clause 3; and
- (c) discuss and monitor progress with this MOU.

4.2. Representatives

The Steering Committee will consist of two (2) representatives of each DHA and the LDA. Having regard to the newly merged interests of the s47F and the s47F [REDACTED] may include a suitably qualified third representative.

4.3. Replacement and alternate representatives

DHA s47F and the LDA may by notice to the other party:

- (a) replace its representatives on the Steering Committee; or
- (b) appoint a person to act as an alternate for its representatives on the Steering Committee.

4.4. Delegated authority

All parties must ensure that their representatives on the Steering Committee have delegated power to make all decisions on their behalf as provided for in this MOU.

4.5. Functions of the Steering Committee

Except as expressly provided in this MOU, the Steering Committee has no power to make a decision about:

- (a) the amendment, termination of, assignment of, change to or waiver of any rights under this agreement;
- (b) committing to any expenditure or liability on behalf of either party, except as expressly contemplated under this agreement; or
- (c) the taking or defending, or not taking or defending, legal or other proceedings.

4.6. Meeting frequency

The Steering Committee must meet monthly or at such other intervals or times as the Steering Committee agrees.

4.7. Chairing

The Steering Committee will be chaired by a representative of the LDA.

s47F [REDACTED]

s47F [REDACTED]

s47F [REDACTED]

4.8. Minutes

The chair of the Steering Committee will minute each Steering Committee meeting and provide a copy of the minutes to the other Steering Committee members within five (5) business days after the meeting for their consideration. The other Steering Committee members may request that amendments be made to the minutes where the minutes do not accurately record the deliberations of the Steering Committee.

5. MUTUAL OBLIGATIONS

5.1. Communications

The parties will each ensure that they and all of their respective employees, agents and independent contractors that have occasion to communicate with or in any way interact with each other are suitably qualified, experienced and equipped to perform their responsibilities in relation to this MOU in an efficient and professional manner.

5.2. Information and Assistance

The parties will provide each other with access to all information in their possession which the other reasonably requires in order to fulfil their commitments under this MOU.

5.3. Protection of Reputation and Interests

The parties will use their best endeavours not to do or permit to be done any act that is likely to damage the reputation or adversely affect the interests of the other. Without limiting the foregoing, the parties agree that they will at all times during and subsequent to termination of this MOU refrain from:

- (a) making or issuing any derogatory remark or statement regarding the other party or its personnel and business to any third party; and
- (b) attributing or inferring sole blame to the other party for any fault or circumstance unless it is absolutely certain that sole blame does in fact rest with that other.

5.4. Termination

- (a) Each party shall return to the other parties any materials obtained by it pursuant to this MOU immediately upon:
 - (i) termination of this MOU; or
 - (ii) demand by the other party.
- (b) Without limiting the foregoing, each party undertakes that upon termination of this MOU it shall immediately hand to the other parties and shall not retain, any record, representation or reproduction (written, electronic, photographic or otherwise) of the Confidential Information.
- (c) Each party agrees that the provisions of clause 5 will survive the termination of this MOU.

5.5. General Provisions

- (a) Other than in regards to clauses 5.3 and 5.4 inclusive, this MOU will not be legally binding on any party.
- (b) Each party is liable to pay its own legal costs in connection with the drafting and preparation of this MOU. Each party is also responsible for the other costs that it incurs such as consultant fees.
- (c) The term of this MOU is twenty four (24) months from the date of signing.

- (d) This MOU may be terminated at any time by the giving of three months' written notice from one party to the other party.
- (e) The terms of this MOU and all information exchanged between the parties under this MOU during the negotiations preceding this MOU are confidential to them. A party must not disclose any of those terms or information, or any other Confidential Information, to any other person except:
- (i) to employees, legal advisers, accountants, auditors and other consultants of the party or its related bodies corporate requiring the information for the purposes of this MOU; or
 - (ii) if the information is, at the date of this MOU, lawfully in the possession of the recipient of the information through sources other than the party who supplied the information; or
 - (iii) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information; or
 - (iv) if strictly and necessarily required in connection with legal proceedings relating to this MOU, including for the purposes of enforcement of any rights or obligations of a party pursuant to this MOU; or
 - (v) if required by law or a stock exchange; or
 - (vi) with the consent of the party who supplies the information.

s47F

s47F

s47F

EXECUTED as a Memorandum of Understanding on the date written above.

EXECUTED by
s47F [redacted] in)
accordance with the Corporations Act:)

s47F [redacted]
Signature of Director

s47F [redacted]
Name of Director s47F s47F [redacted]

s47F [redacted]
Signature of Director/Secretary

s47F [redacted]
Name of Director/Secretary
s47F s47F [redacted]

SIGNED by
Defence Housing Australia
s47F [redacted]
Signature of Managing Director

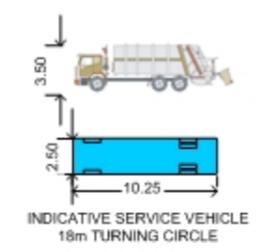
Peter Howman
Name of Managing Director

s47F [redacted]
Signature of Witness
Vern Gallagher
Name of Witness

SIGNED by
Land Development Agency
s47F [redacted]
Signature of insert

s47F [redacted]
Name of insert

s47F [redacted]
Signature of Witness
s47F [redacted]
Name of Witness



LEGEND:

- - - PROPOSED BLOCK TO BE HELD AS UNLEASED TERRITORY LAND (FUTURE DEVELOPMENT SITE)



NOTES
(1) - BOUNDARIES APPROXIMATE ONLY
(2) -
(3) -
(4) -

NOTE - THIS PLAN IS A SCHEMATIC OUTLINE OF A POTENTIAL DEVELOPMENT OUTCOME. IT IS NOT INTENDED TO REPRESENT AN ACTUAL DEVELOPMENT PROPOSAL.

**BLOCK 5 SECTION 41
GRIFFITH**

APPROXIMATE SITE AREAS

Sackley, Pip

From: Gallagher, Vern
Sent: Wednesday, 15 July 2015 9:37 AM
To: Sackley, Pip
Subject: FW: QTB and media Q&A
Attachments: s47F [REDACTED] new home.dot; ATT00001.htm

From: s47F [REDACTED]
Sent: Thursday, 12 February 2015 3:56 PM
To: Gallagher, Vern
Subject: Fwd: QTB and media Q&A

Hi Vern

Please find attached our media release. Pls let me know if this is OK with you. The chief minister is releasing for the Canberra times for the morning.

Do you think you/the club would have anyone available for media comment in the morning?

Thanks

s4

7F [REDACTED]

Sent from my iPhone

Begin forwarded message:

From: 's47F [REDACTED]'
Date: 12 February 2015 3:47:05 pm AEDT
To: 's47F [REDACTED]'
Subject: RE: QTB and media Q&A

Hi s4

s47 has cleared this.

Cheers

s4

s47F [REDACTED]

From: s47F [REDACTED]
Sent: Thursday, 12 February 2015 2:17 PM
To: s47F [REDACTED]
Subject: RE: QTB and media Q&A
Importance: High

There you go. Have given to s47 and waiting for him to approve.

Cheers

§4

§47F

Phone 02 6205 1481 Fax 02 6207 0123 Mobile §47F

Communications | Chief Minister, Treasury and Economic Development Directorate | ACT Government

Level 7 TransACT House 470 Northbourne Ave. Dickson ACT 2612

GPO Box 158 Canberra ACT 2601 | www.economicdevelopment.act.gov.au

From: §47F

Sent: Thursday, 12 February 2015 1:58 PM

To: §47F; §47F

Subject: Fwd: QTB and media Q&A

Sent from my iPhone

Begin forwarded message:

From: §47F >

Date: 12 February 2015 1:55:53 pm AEDT

To: §47F

Subject: RE: QTB and media Q&A

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Sackley, Pip

From: Gallagher, Vern
Sent: Wednesday, 15 July 2015 9:37 AM
To: Sackley, Pip
Subject: FW: MoU between LDA, DHA and s47F

From: Gallagher, Vern
Sent: Tuesday, 25 November 2014 10:22 AM
To: s47F
Cc: s47F; Collins, Steve; Vinning, Katsche; Martin, Jaye, s47F
s47F
Subject: Re: MoU between LDA, DHA and s47F

I agree to deferral of the meeting. Thanks s47

Vern

s47F

On 25 Nov 2014, at 09:02, s47F wrote:

Hi s47

The way we (on the s47F) see it, there is little that can progress until those actions you mention are locked in and we can begin to look to the land exchange and related matters.

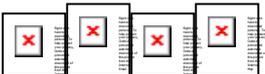
On behalf of the s47 I support deferring the meeting as proposed.

Regards

s47F

s47F

s47F



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On 25 Nov 2014, at 6:48 am, s47F > wrote:

MoU Steering Committee members

As you would be aware, the second meeting of the MoU Steering Committee is scheduled for Wednesday, 26 November 2014.

From the LDA's perspective, we are still progressing actions relating to the relocation of the Manuka childcare centre, and as such are proposing to defer the Steering Committee meeting until such time as we have substantial progress to report.

Given the Christmas period and staff leave arrangements, we suggest next meeting in February 2015.

If deferring the meeting is agreeable to Committee members, as an alternative, we'd be happy to respond to any questions in the meantime and are open to other parties providing a brief written update, if appropriate.

Please let me know if this raises any significant concerns, otherwise we'll send out a revised calendar invite shortly.

s47

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Sackley, Pip

Subject: FW: Meeting re s47F
Location: DHA - Park under & call - i will buy coffee next door
Start: Thu 23/04/2015 10:00 AM
End: Thu 23/04/2015 11:00 AM
Show Time As: Tentative
Recurrence: (none)
Meeting Status: Not yet responded
Organizer: Gallagher, Vern

-----Original Appointment-----

From: Gallagher, Vern
Sent: Tuesday, 21 April 2015 12:16 PM
To: Gallagher, Vern; s47F; Head Office Car Park A10
Subject: Meeting re s47F
When: Thursday, 23 April 2015 10:00 AM-11:00 AM (UTC+10:00) Canberra, Melbourne, Sydney.
Where: DHA - Park under & call - i will buy coffee next door

I only have A10 available as a car park at this stage but feel free to park in one of the other slots – we will work around.

Enter carpark from Macquarie St – ground level, no boom gates.

Regards

Vern

Vern Gallagher | General Manager
 Strategy & Innovation | Defence Housing Australia
 26 Brisbane Avenue, Barton ACT 2600
 Tel: 02 6217 8489 | Mobile: s47F Fax: 02 6217 8462
vern.gallagher@dha.gov.au | www.dha.gov.au



Andrew Barr MLA

CHIEF MINISTER

TREASURER

MINISTER FOR ECONOMIC DEVELOPMENT

MINISTER FOR URBAN RENEWAL

MINISTER FOR TOURISM AND EVENTS

MEMBER FOR MOLONGLO

MEDIA RELEASE

13 February 2015

New home for a Canberra icon

I am pleased to announce that agreement has been reached on the site for a new home for the Canberra Services Club which will see club members have a new purpose built facility as part of a mixed use redevelopment on the corner of Murray and Captain Cook Crescents in Griffith.

Members of the Services Club have been without a home since their 65 year-old premises were completely destroyed by fire shortly after Anzac Day 2011.

This new site is currently occupied by the Manuka Occasional Child Care Centre, and the plan includes its relocation to a new larger facility which will provide 100 places and will be built on the corner of New South Wales Crescent and Manuka Circle in Forrest.

The new location for the childcare centre currently has four tennis courts that are used by students from Telopea Park School. The final part of the plan will see a provision of \$800,000 for the construction of new sporting facilities for students to be built on land at the school.

The Canberra Services Club has long played an important role in the life of this city and has been a place for ex-service men and women to come together and commemorate significant occasions, as well as providing a welcoming environment for the wider community.

I am particularly pleased that the Land Development Agency has been able to help broker a plan that will see the Services Club members get a new modern facility while at the same time providing a much needed expanded state of the art childcare facility in the inner south and also allow improved sporting facilities for the students at Telopea Park School.

In addition to the new club premises, there will be a significant residential component to the development which will see Defence Housing Australia provide housing for defence force personnel living in Canberra.

With the Services Club agreeing to surrender their lease on their former site adjacent to Manuka Oval, we now in a position to proceed with the development of the master plan for this area, leading to further improvements for both players and spectators who love playing and watching games at this historic venue.

Statement ends

Media contacts: s47F

ACT Legislative Assembly

Phone: (02) 6205 0011 Email: barr@act.gov.au



@ABarrMLA



Andrew.Barr.MLA



CANBERRA

Sackley, Pip

From: Gallagher, Vern
Sent: Wednesday, 15 July 2015 9:37 AM
To: Sackley, Pip
Subject: FW: Manuka Report
Attachments: DHA Report 2 compressed.pdf

From: Shellie, Peter
Sent: Tuesday, 22 October 2013 4:17 PM
To: Gallagher, Vern
Subject: FW: Manuka Report

Vern

The bigger picture.....

Peter Shellie
Development Manager - Lindfield
Defence Housing Australia
s47F
peter.shellie@dha.gov.au

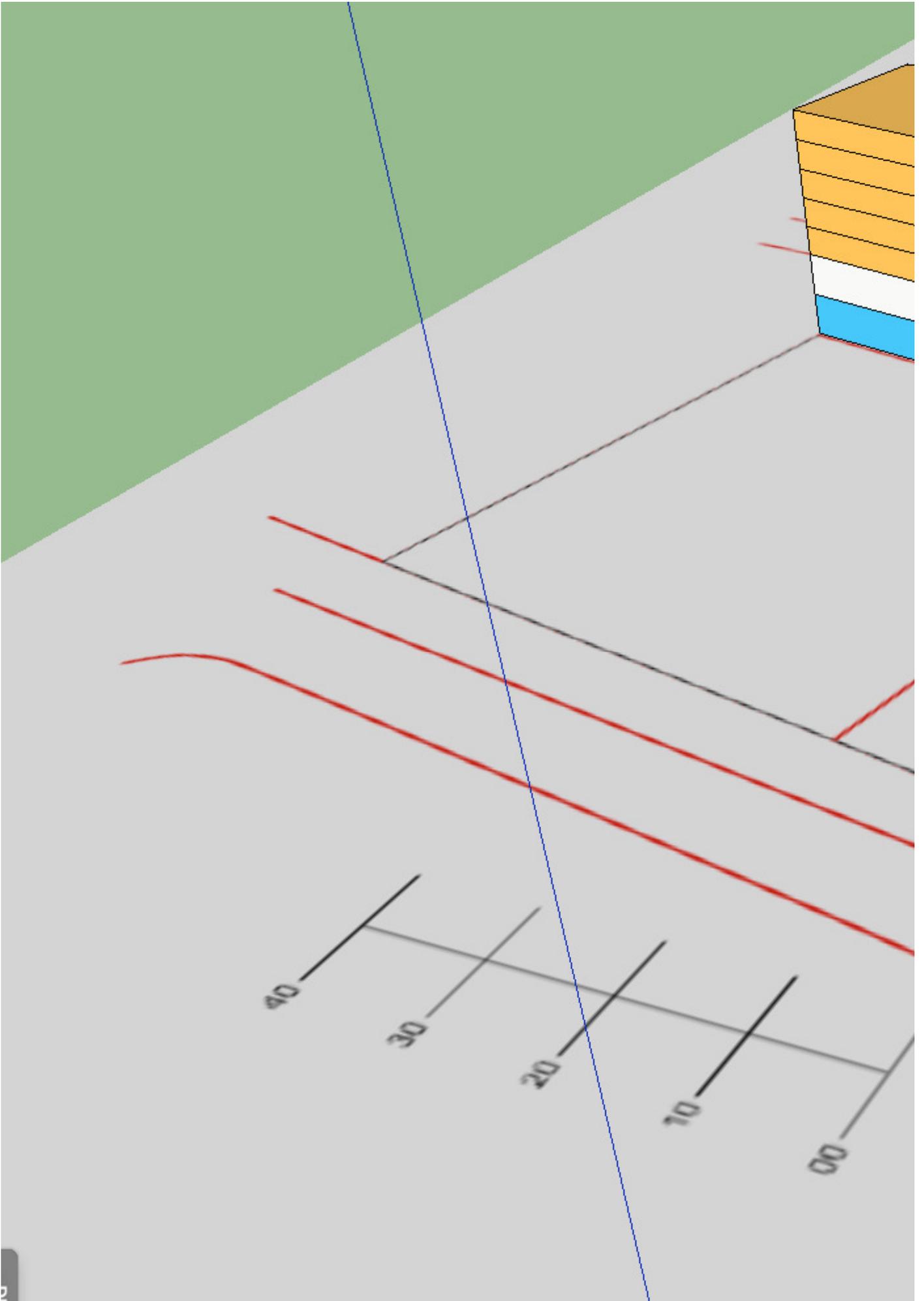
From: s47F
Sent: Friday, 11 October 2013 5:44 PM
To: Shellie, Peter
Subject: Manuka Report

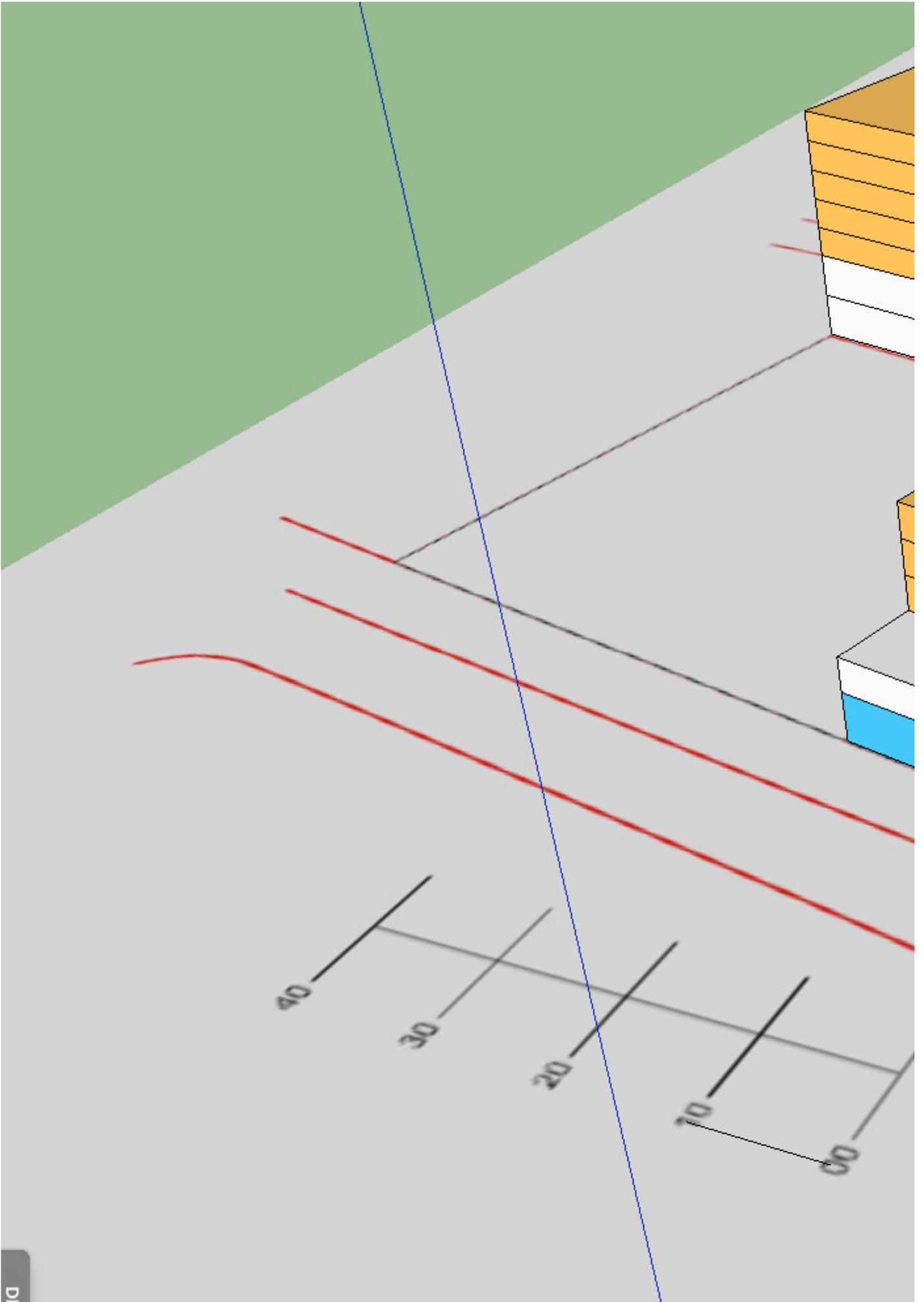
Hi Peter

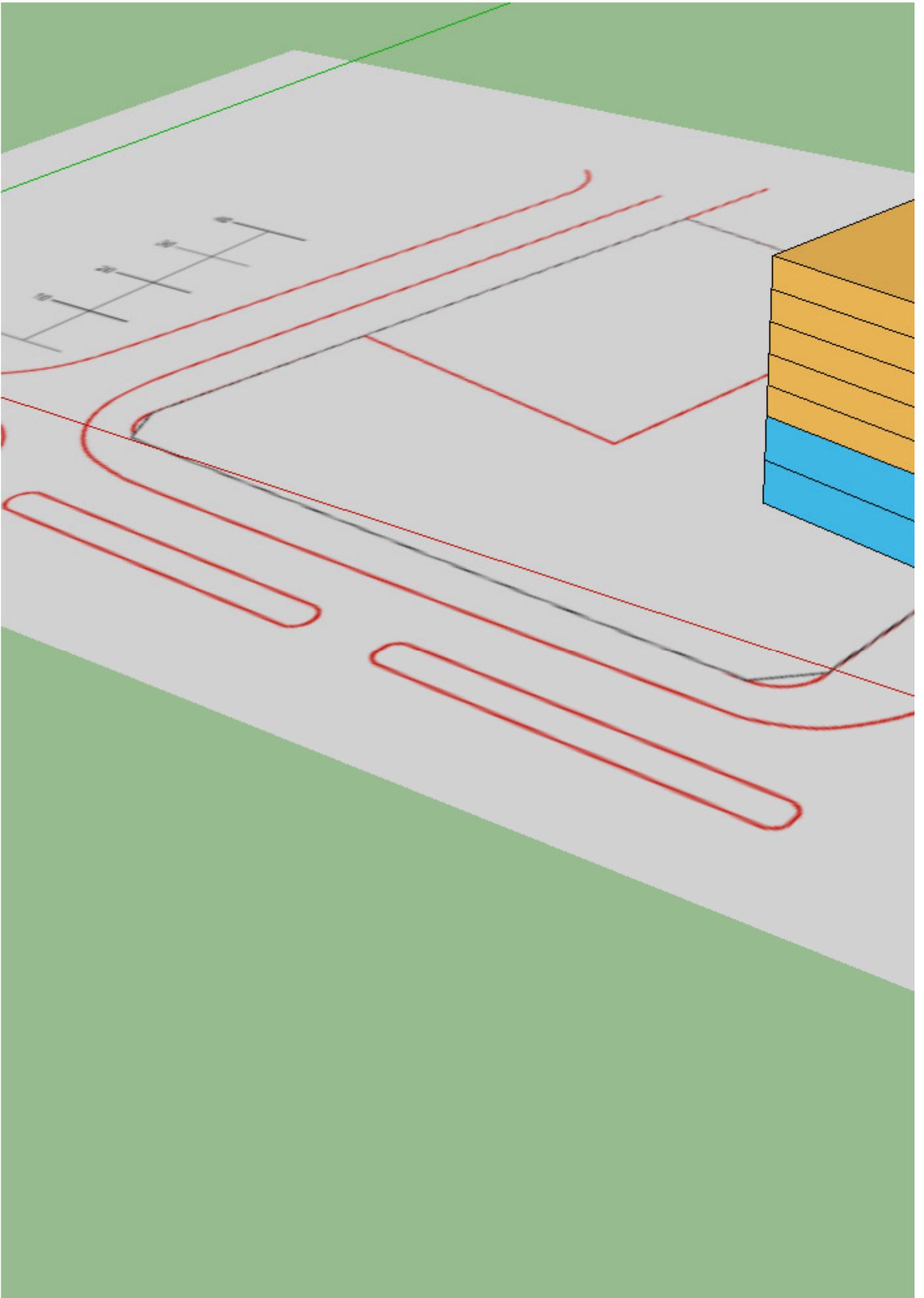
Attached is the draft report of the broader development proposition including the public housing estate on the opposite side of Captain Cook Crescent. Im about half way thru the original report and we have now prepared some 3D 'sketch up' images of the various development Options which I have also attached for your information. The blue refers to the position of the s47F with non specific commercial in white and residential in orange. Im conscious you have your meeting with the s47F on Monday and I will finish the report over the weekend. You can call me on the mobile to discuss over the weekend too.

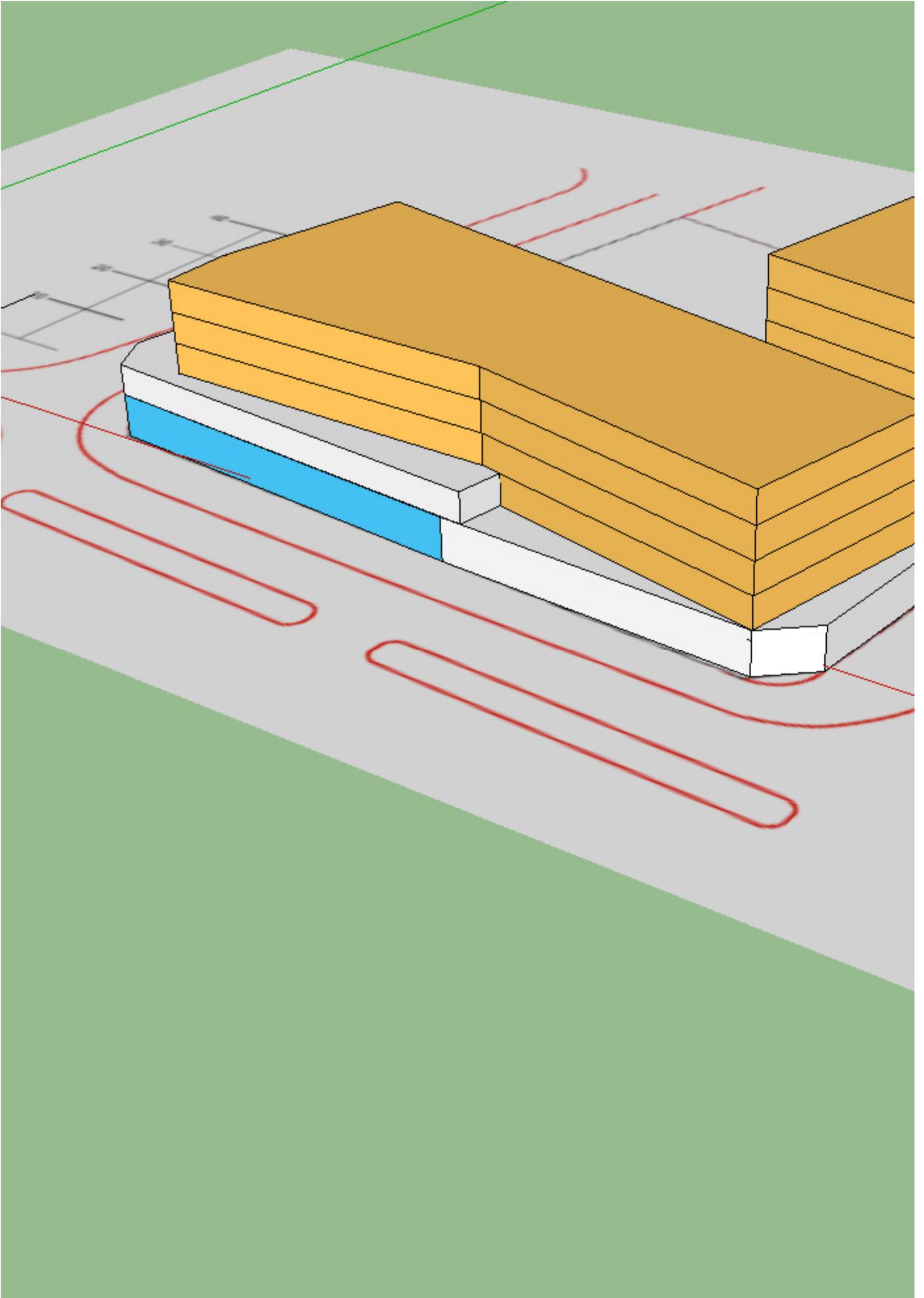
s47F

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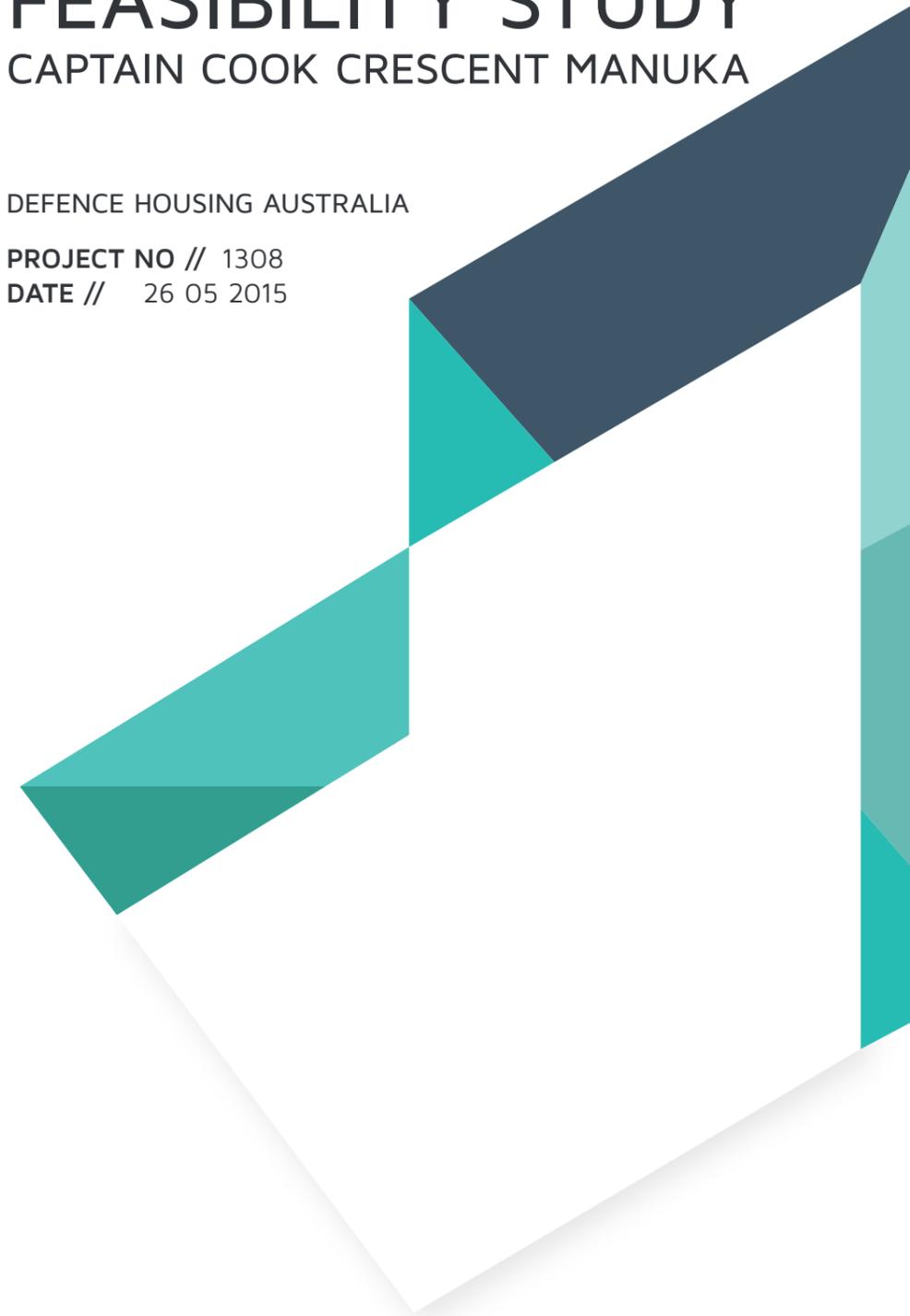
BAUMGART
CLARK
ARCHITECTS

FEASIBILITY STUDY

CAPTAIN COOK CRESCENT MANUKA

DEFENCE HOUSING AUSTRALIA

PROJECT NO // 1308
DATE // 26 05 2015



CAPTIN COOK CRESCENT MANUKA

ARCHITECTURE
COMMUNICATIONS
PLANNING
URBAN DESIGN

CONTENTS

- 01 // INTRODUCTION
- 02 // EXISTING SITE CONDITION
- 03 // PROPOSED SITE DEVELOPMENT



INTRODUCTION

BAUMGART CLARK Architects (BCA) has been engaged by Defence Housing Australia (DHA) to investigate the development opportunity of a site at the corner of Captain Cook Crescent and Murray Crescent, Manuka ACT. The site is of strategic importance within this inner city suburb of Canberra, located on the edge of the commercial precinct of Manuka and currently largely vacant.

The purpose of this investigation is to determine the likely highest development potential of the site with consideration for a mixed use outcome including a new Canberra Services Club, residential development and associated basement carparking.

The existing child care centre on the site will be relocated to facilitate the proposed development.

Manuka is located in the inner southern district of Canberra and includes parts of the suburbs of Griffith and Forest. The area is one of the oldest in Canberra and forms part of Griffins masterplan for what was the new capital city. It is consumed with a range of facilities including retail and residential uses as well as St Christopher's Cathedral, St Paul's Church and the Manuka Oval. The proximity of the area to the central city, combined with the diversity of facilities and resources has meant that the area has remained a highly sort after region in the ACT.

Within the context of the above, the town centre of Manuka bounded by Furneaux, Franklin & Bouganville Streets together with Flinders Way is contained by a fine grain retail and commercial opportunity which is largely single or two storey buildings. Beyond this inner retail core is a range of commercial buildings which are both large in footprint and of an increased height and presence in the streetscape. These include for example the property at the corner of Franklin Street and Captain Cook Crescent which rises to 4 levels. Generally these larger developments are located to the east side of the town centre.

Within this context, Manuka is serviced by a road network which includes two principal boulevards known as Canberra Ave and Captain Cook Crescent each of a similar width and configuration. In relation to Canberra Ave, Walter Burley Griffin originally proposed that this would be called Wellington Ave and represent one of the eight avenues radiating from Capital Hill, when it was thought New Zealand would form part of the federation of Australasia. Then it became apparent that this was not going to happen the road was subsequently gazetted Canberra Avenue however this does highlight the significance of this road in the context of Canberra's organizational planning and as such the gravity of uses that were subsequently sited along its edge.

Captain Cook Crescent is an important road of a similar configuration to that of Canberra Avenue with its wide central nature strip, dual carriageway in both directions and established planting. Development opportunity along this corridor is

however varied within the context of the town centre and includes a variety of multi level commercial and residential uses. The opportunity to confirm this boulevard with a maintained built form edge north of Murray Crescent is a worthy consideration in the context of the proposed development on the subject site and its strategic position along this road.

Recent development in this zone along Captain Cook Crescent includes Manuka Terrace which is a large development commercially orientated to Flinders Way but with a residential interface to Captain Cook Crescent. The subject site to the immediate south of Manuka Terrace together with the underdeveloped Public Housing Estate immediately opposite provides very strong opportunity to develop an informed development outcome on two strategically important parcels of land fronting a major vehicular boulevard.

EXISTING SITE CONDITION

The subject site on the corner of Captain Cook Crescent and Murray Crescent is a large parcel of land of approximately 6,200m². The site while relatively flat, is generally slightly lower than the surrounding footpath networks particularly adjacent the south and west boundaries. The site currently contains an electrical substation located towards the south west corner and a childcare centre which is accessed from Flinders Way and consumes approximately 2,500m² or 40% of the site.

The childcare centre has occupied the site for some decades and the building appears somewhat aged and detached from its street frontage as it sits at a level lower than the adjoining context. The outdoor space to the childcare centre extends to the northern boundary of the site which is both overlooked and overshadowed by the Manuka Terrace development adjacent. For the purposes of the proposed development the childcare centre will be demolished and the facility relocated to another site.

Significantly it would appear that between the northern boundary of the subject site and the southern facade of the Manuka Terrace development is a parcel of land nominally 5 metres wide which extends from Captain Cook Crescent through to Flinders Way. It is understood that this parcel of land is a remnant of the Manuka Terrace development representing a setback of this development from the shared boundary designed to reduce the building bulk and overshadowing to the childcare centre adjacent.

The southern boundary of the site fronting Murray Crescent largely represents the boundary between the low scale residential precinct to the south and the town centre to the north. Currently the largely vacant subject site does much to further distance these two precincts and in the context of both the generous Captain Cook Crescent and Captain Cook Park to the south of Murray Crescent, has established a sense of looseness and broad open landscape effectively breaking down a sense of connectivity between these two precincts.

The opportunity for this development to confirm these edges and provide an informed and engaging transition between the two precincts is an important urban design consideration for development and its positive intervention within the broader context.

Development opportunity within the site and in response to the broader context would consider the opportunity for an increased height along Captain Cook Crescent scaling down to Flinders Way and the finer grain development within the town centre. Cognisant of the existing Manuka Terrace development to the north, the width of Captain Cook Crescent and the development potential of the existing public housing estate to establish a 'gateway' entry to the centre of Manuka, development of the order of 6-7 levels on the subject site fronting Captain Cook Crescent would seem eminently achievable, stepping down to 3-4 levels on Flinders Way. With the width of Murray Crescent such a development proposition would have minimal impact on Captain Cook Park and the adjoining lower scale residential to the south.



KEY

-  POSSIBLE PEDESTRIAN LINK
-  MAJOR THOROUGHFARE
-  ZONE DIVIDING LINE
-  CHILD CARE CENTRE BOUNDARY

TOWN CENTRE

RESIDENTIAL ZONE

EXISTING CHILD CARE CENTRE

depression

SUBSTATION

POSSIBLE 3-4 STOREY FRONTING FLINDERS WAY

POSSIBLE 6-7 STOREY FRONTING CAPTAIN COOK CRESCENT

PUBLIC HOUSING ESTATE

CAPTAIN COOK PARK

PROPOSED SITE DEVELOPMENT

It is proposed that the development of the Captain Cook Crescent site in Manuka shall comprise residential and commercial facilities as well as the Canberra Services Club.

Importantly this development proposal retains the Captain Cook Crescent frontage for residential use, as an informed gateway entry to the centre of Manuka, with lower scale development including the Canberra Services Club contained on Flinders Way.

With the whole site available for development due to the relocation of the existing child care facility a carparking yield of 212 spaces per level is achieved.

The development proposition is therefore summarised as follows:

Building A - Captain Cook Crescent

Dedicated residential building would include:

- Ground floor level - 6N° residential apartments, main entry and carpark entry;
- Levels 1 - 5 - Residential, 10N° nominally one and two bedroom apartments per level yielding nom 50 apartments.

Building B - Murray Crescent

- Ground floor level - 10N° residential apartments, residential entry, alternative carpark entry;
- L1 - L4 - residential, 16N° one and two bedroom apartments per level over 4 levels realising a total yield of 64 apartments.

Building C - Flinders Way

- Ground floor level and L1 - Canberra Services Club - 1,500m2
- L2 - L4 - residential, 10N° one and two bedroom apartments per level over 3 levels realising a total yield of 30 apartments.

On the basis of this and the Canberra Services Club's minimum requirement for 80 carspaces this development proposal would, with a 1.5 level carpark of 212 spaces per level meet its requirements as follows:

Canberra Services Club - 80 carspaces

Residential Buildings A, B & C - 160 apartments

In the event that additional car parking was required, a full second basement level can be easily achieved. This demand will be predicated on the proposed zoning for the site as detailed following.

In relation to the statutory car parking requirements the ACTPLA Parking and Vehicular Access General Code details car parking requirements based on site zoning and use. On the basis that the site will need to be rezoned to support the proposed development, the statutory car parking requirements for the site and specifically the Canberra Services Club are summarised as follows:

1. Commercial Zone

CZ1 & CZ2 Zone in a Town Centre - 5 spaces per 100m2 up to 5000m2 GFA and 10 spaces per 100m2 above 5000m2 GFA
Canberra Services Club 1500m2 - 75 spaces required

CZ3 Zone in a Town Centre - 5 spaces per 100m2 up to 500m2 GFA and 10 spaces per 100m2 above 500m2 GFA
Canberra Services Club 1500m2 - 125 spaces required

2. Commercial Mixed Use Zone

Commercial CZ5 Mixed Use Zone - 10 spaces per 100m2
Canberra Services Club 1500m2 - 150 spaces required

3. Leisure and Accommodation Zone

Commercial CZ6 Leisure and Accommodation Zone - 15 spaces per 100m2 except Town Centres which is 10 spaces per 100m2
Canberra Services Club 1500m2 - 225/150 spaces required

4. Residential Zone

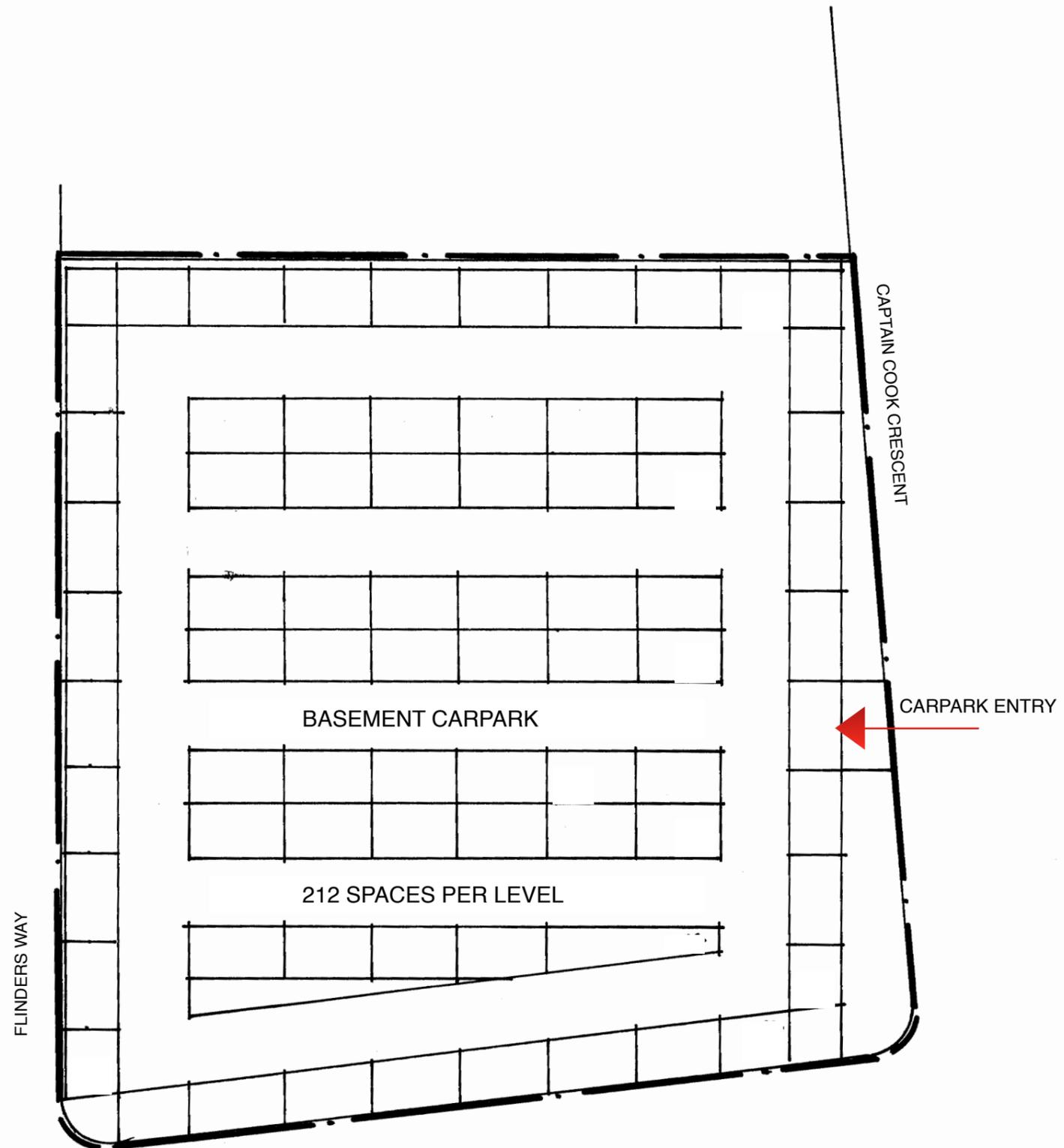
Apartments - 1 carspace per single bedroom apartment
- Minimum 1.5 carspace per 2 bedroom apartment
- 2 carspaces per three/four bedroom apartment
- 1 visitor carspace per 4 apartments

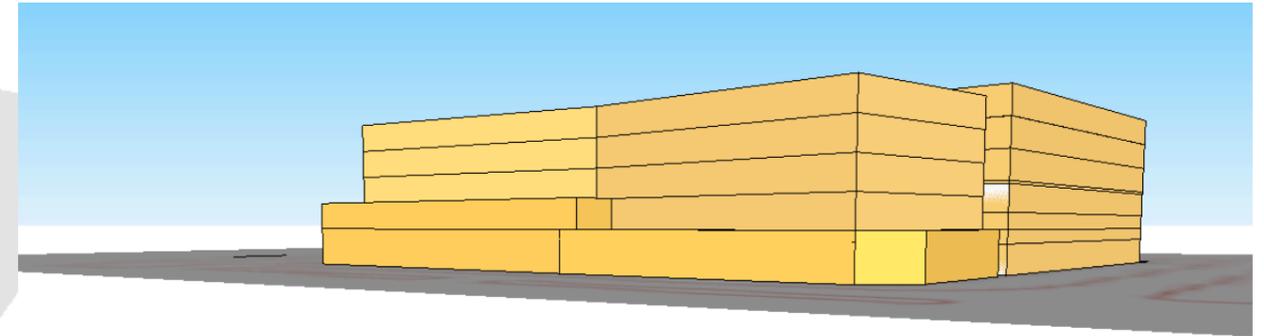
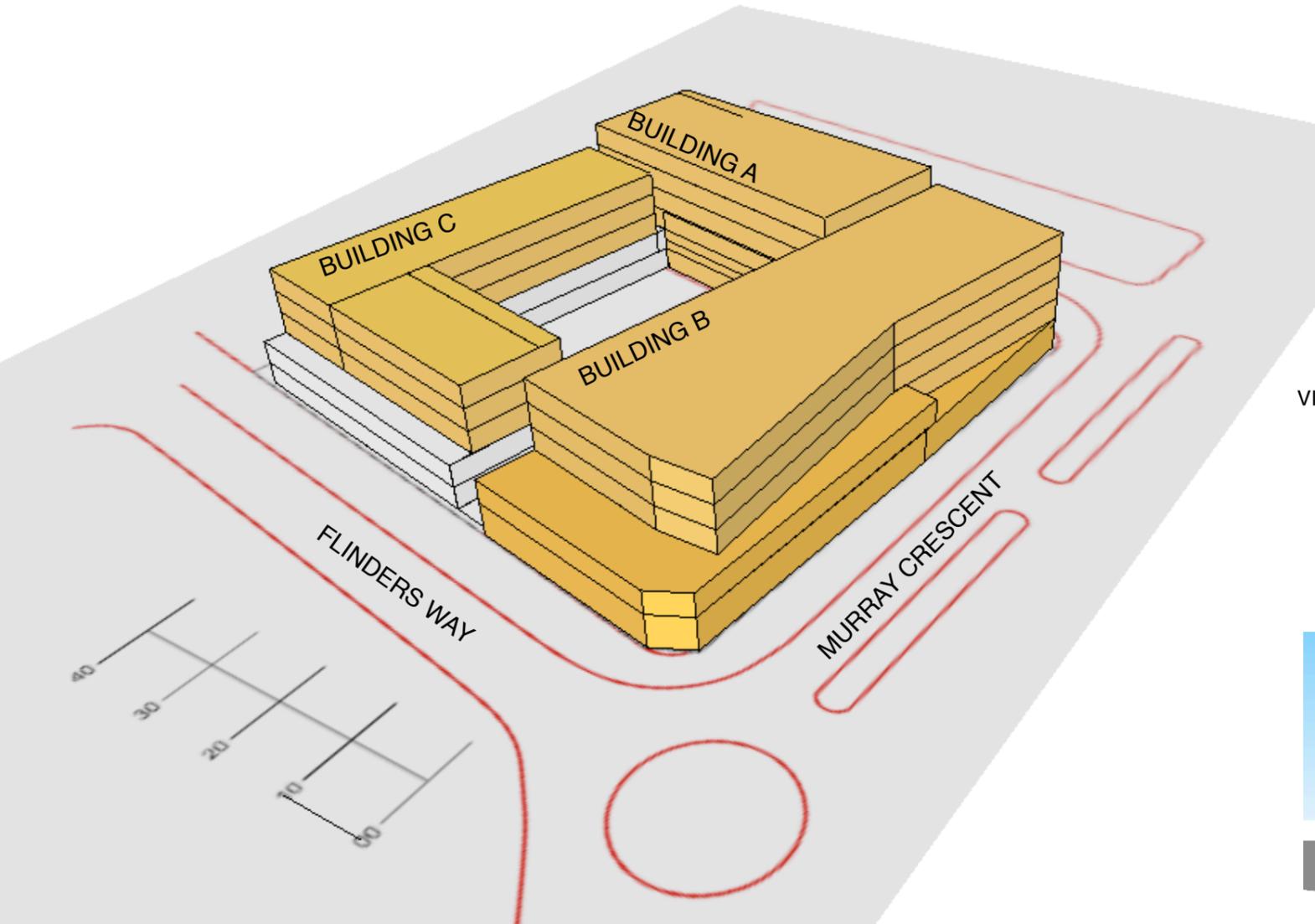
On the basis of an apartment yield of 160 and an assumed 70% one bed/30% two bed apartment ratio the required carparking would be as follows:

- 112 spaces for 1 bed apartments
 - 72 spaces for 2 bed apartments
 - 40 visitor spaces
- TOTAL 224 spaces

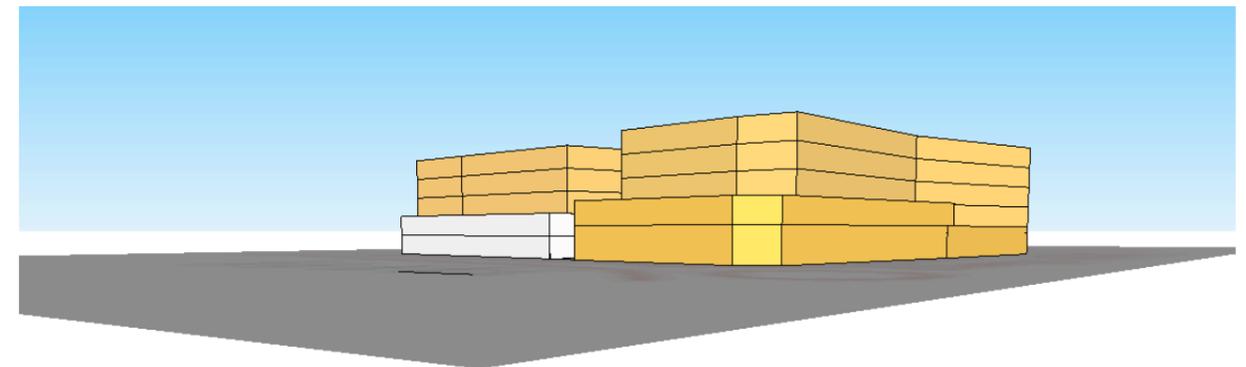
Conclusion

On the basis of a Mixed Use zoning the required on site car parking would be 349 carspaces, accommodated in a 1-2 level basement carpark across the whole site, noting that reduction in car parking numbers can be proposed on the basis of the site location, access to public transport, amenities and employment.

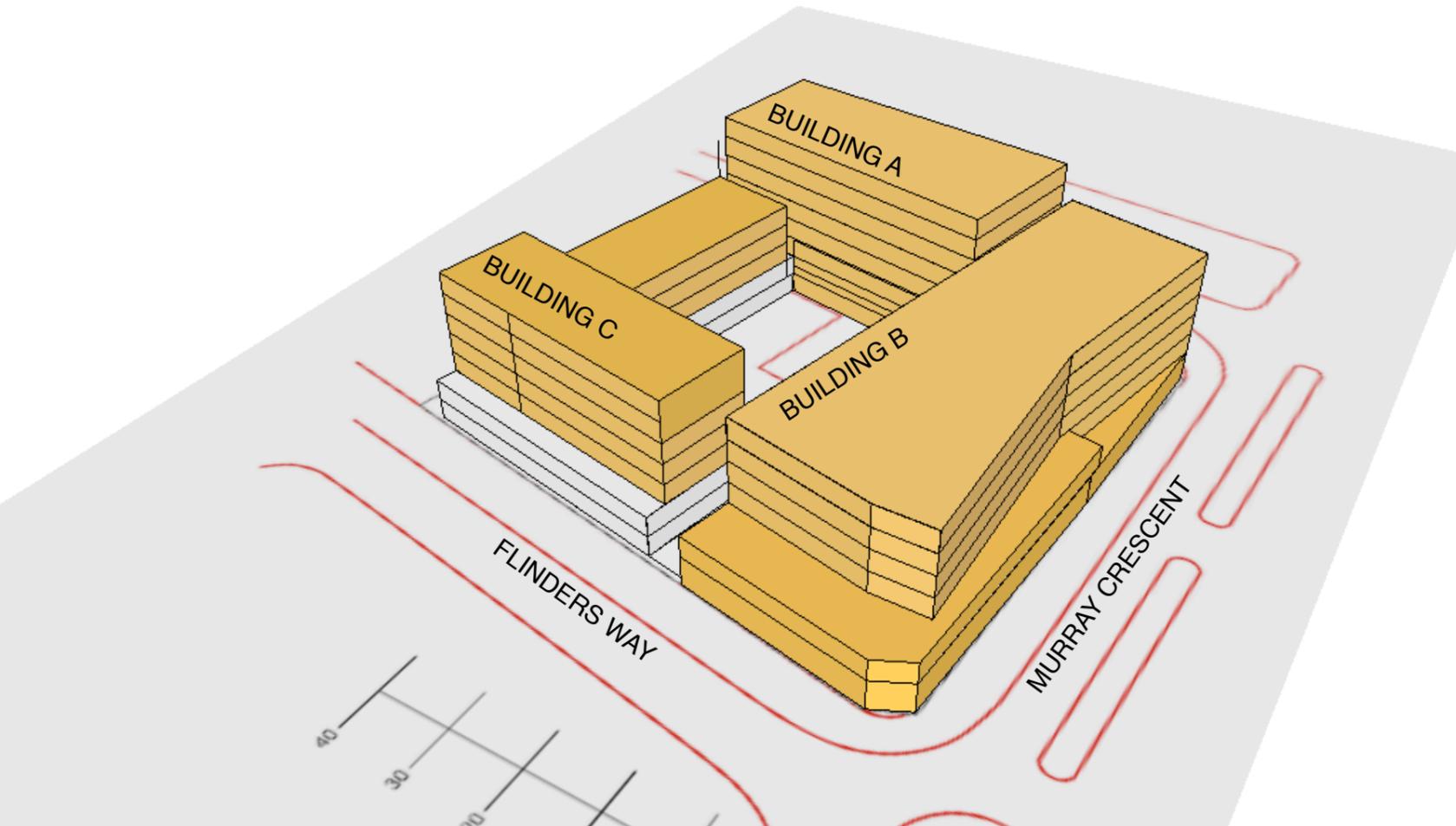




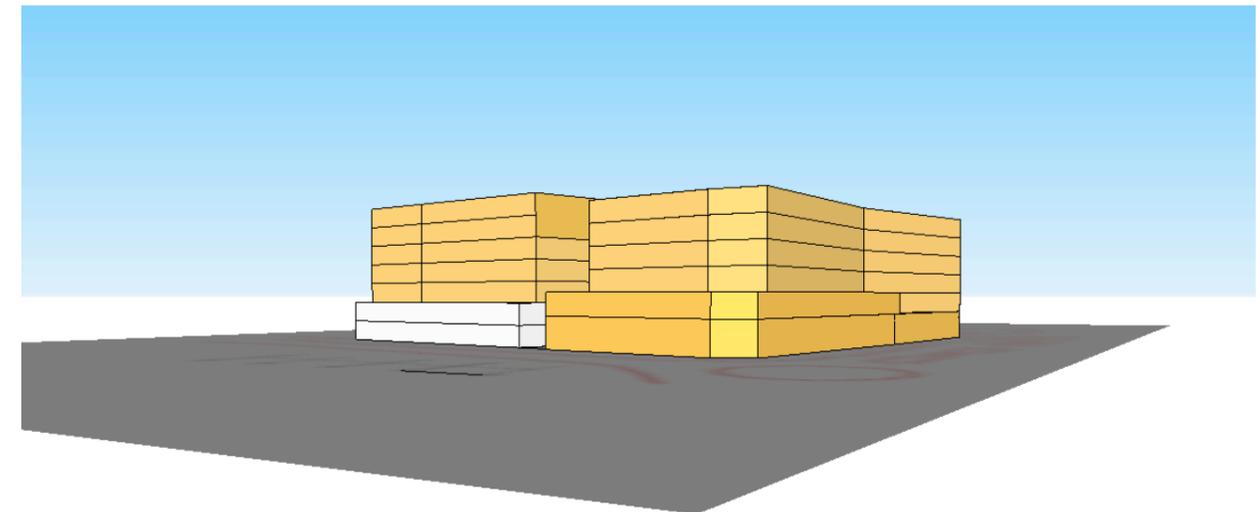
VIEW FROM CORNER OF CAPTAIN COOK CRESCENT AND MURRAY CRESCENT



VIEW FROM CORNER OF FLINDERS WAY AND MURRAY CRESCENT



VIEW FROM CORNER OF CAPTAIN COOK CRESCENT AND MURRAY CRESCENT



VIEW FROM CORNER OF FLINDERS WAY AND MURRAY CRESCENT

This document was produced by

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Sackley, Pip

From: Gallagher, Vern
Sent: Wednesday, 15 July 2015 9:37 AM
To: Sackley, Pip
Subject: FW: CSC DOC briefing - Key talking points

From: Stabb, Nicholas
Sent: Thursday, 22 August 2013 10:23 AM
To: Gallagher, Vern
Cc: Shellie, Peter; Collins, Steve
Subject: s47F DOC briefing - Key talking points

Hi Vern,

As discussed, I am unable to be in Canberra on Monday. I have taken the liberty of preparing some key talking points for the DOC briefing on the s47F [REDACTED]:

- s47F is the registered proprietor of a Crown Lease being Block 1 Section 15 Griffith (the Land) with the address of Canberra Avenue, Manuka ACT. The Crown Lease expires on 10 May 2034.
- On 27 April 2011 the s47F building erected on the Land was totally destroyed by fire.
- Since May 2011 s47F has been in discussions with the ACT Government in relation to the construction of new club facilities on the Land. The ACT Government has introduced a proposal that the s47F surrenders the Crown Lease for the Land, in exchange the ACT Government would grant to the s47F a new Crown Lease (the Proposed New Site) upon which s47F could erect a new Club premises.
- s47F has a number of concerns with this potential exchange and has recognised that DHA has the necessary skills, expertise and capacity to assist s47F advance discussions with the ACT Government.
- Both s47F and DHA recognise the development of the Proposed New Site could deliver **mutually beneficial outcomes**, including a vibrant Services Club and a complimentary integrated residential development.

MOU Pertinent Principles

s47F will develop a business plan that documents its requirements for a new club premises at the Proposed New Site. That Business Plan will include the following elements:

- a) A description of the Club premises, including total approximate area and a breakdown of separate rooms that make up the total area; and
- b) Identify the associated activities and operations that are to be conducted by s47F from the New Club premises. With those activities and operations generating the required income of s47F for its continued viability.

Following the finalisation of the business plan by s47F DHA will develop a feasibility study for the Proposed New Site which incorporates a residential development on the Site by DHA.

Provided the feasibility study is favourable, DHA will facilitate discussions with the ACT Government in relation to the proposed development subject to an acceptable Development Agreement between s47F and DHA.

Each party is responsible for its own legal costs in connection with the preparation of the MOU and any subsequent consultant costs it incurs.

Provisions have been made within the MOU for the protection of reputation and interests of both parties, together with the ability to terminate upon giving written notice 3 months in advance (by either party).

If you have any further queries whatsoever please do not hesitate to contact me directly.

Regards,

Nicholas Stabb | National Manager Business Development
Property Provisioning Group | Defence Housing Australia

26 Brisbane Avenue Barton ACT 2600
Tel: 03 9947 8179 | Fax: 02 6222 2237 | Mob: s47F
nicholas.stabb@dha.gov.au | www.dha.gov.au