

HEADS OF AGREEMENT – Warringah Golf Club – Proposed Club House site – corner Kentwell and Pittwater Roads, North Manly

The following terms and conditions form the basis of the proposed Ground Lease agreement for the future Golf Club House, Parking and Recreation facilities.

1.	Lessor	Northern Beaches Council (ABN 57 284 295 198)
2.	Lessee	Warringah Golf Club Limited (ACN 000 085 601)
3.	Lease Term	Twenty year term aligned to co-terminate with the adjacent Golf Course Lease (noting the intent of the parties is to realign the adjacent golf course lease to a new 20 year term). Lease subject to requirements of LGA 1993. At expiration of the Lease Term, if the Lessor has not given notice to terminate the lease, the Lessee shall continue as a monthly tenancy.
4.	Option Terms	Nil
5.	Lease Commencement Date	The earlier of Practical Completion of the Construction of the Golf Club House; or 36 months from the Construction Lease start date.
6.	Construction Lease	A Construction Lease shall be entered into by the Lessee and the Lessor for \$1 compensation per annum. The Construction Lease shall commence from handover of the Lease Area to the Lessee, or as otherwise agreed, and continue until the Lease Commencement Date.
7.	Lease Area	The proposed Club House is intended to be located on the northern part Lot 3 DP829465 (Annexure 1) pending site investigations. Based on initial concept plans, the Leased Area will comprise approximately 1,000 square metres of land area for the Clubhouse – subject to survey. A portion of Lot 3 DP829465 will be used by Council for the purpose of Community public parking, Tennis Courts and associated works.
8.	Access to Lease Area	The Lessee will provide access to the Lessor or their agents/sub-tenants: <ul style="list-style-type: none"> • to the Club House and provide specific office space for administration of Recreation Facilities • for drainage purposes or to traverse for the maintenance of Brookvale Creek • across the Clubhouse site for construction purposes on the Lessor’s part of Lot 3 DP829465. <p>Nil rental applies for any Council access to the lease area. Any other reasonable access will be provided across the lease area and Council land for the</p>

		running of the Golf Club House and Council facilities.
9.	Construction Responsibilities	<ul style="list-style-type: none"> • Building and improvements location determination and site planning – Council • Site investigation and Clearing – Council • Funding, design, planning approvals, and construction of clubhouse (including building size and function) – WGC (subject to Council consultation) • Funding, design and build car park – Council • Funding, design and build other community infrastructure – Council <p>The design of the Clubhouse is envisaged to include a welcoming entrance between the Lessor's Community Recreation Facilities and parking space and the Clubhouse area. It will also consider functionality of vehicular access, signage requirements and sustainability design principles. The design will have regard to the best commercial and community advantage of all the intended facilities.</p>
10.	Permitted Use	<p>The Leased Area will be used as a two storey Golf Clubhouse (Registered Club) comprising of the following indicative areas:</p> <p>Ground Floor</p> <ul style="list-style-type: none"> ○ Casual dining areas, indoor and outdoor (unrestricted public access) ○ Other Sport users' amenities (toilets and change areas) (unrestricted public access) ○ Council office for administration of Recreation Facilities/other sports ○ Golf Proshop ○ Offices and meeting rooms ○ Golf member amenities ○ Loading Dock ○ Cellar rooms <p>Upper Level</p> <ul style="list-style-type: none"> ○ Sports Bar ○ Dining Lounge ○ Function area ○ Kitchens ○ Amenities ○ Service store ○ Outside terrace <p>No poker machines permitted at the absolute discretion of the Lessor.</p>

		It is the Lessee's responsibility to ensure that the use complies with all necessary statutory and council requirements.
11.	Annual Rent	The first five years rent shall be \$1 per annum in recognition of the Lessee's capital investment in the form of the new Clubhouse. A market valuation will be undertaken to determine the rent for commencement of year 6. A market valuation of the land content (ie ground lease) will be undertaken.
12.	Rent Reviews	At each anniversary of the Lease Commencement date, the rent will be increased by CPI, with a Market Rent Review every 5 years. At the conclusion of the Lease Term, the parties agree that the Annual Rent under a new lease will reflect commercial market rates, determined through an agreed independent market valuation process for the land and improvements.
13.	Outgoings	Lessee is responsible for outgoings, which include, but are not limited to, their proportion of Council rates, water rates, land tax, building insurance, all government charges and levies arising from the Lessee's use and occupation of the Premises (if applicable).
14.	Other Costs	The Lessee will pay for telephone, gas, water and electricity used within the Leased Area, rubbish removal, pest control, fire protection, and the cost of any tenancy specific security system and overheads.
15.	Legal Fees	The Lessee is responsible for the Lessor's reasonable legal costs associated with the preparation and negotiation of the lease documents in accordance with Council's fees and charges.
16.	Lessor's Directions	The Lessee must comply with the Lessor's reasonable directions at all times regarding the operation and use of the Lease Area.
17.	Improvements / Renewals & Significant Maintenance Works	The Lessee shall not make any alterations to the Leased Area nor undertake any improvements to the Leased Area or to any facilities without first obtaining the written approval (Owners Consent) of the Lessor which shall not be unreasonably withheld.
18.	Capital Works and Fit out Works	The Lessee will be responsible for all capital works and fit-out works within the Leased Area and resulting from their occupation of the Leased Area, and accepts all of the associated works and cost responsibilities. All capital works and fit out works are to be carried out to a high quality of design and workmanship

		<p>and must be approved in writing by the Lessor. Such approval cannot be unreasonably withheld.</p> <p>The Lessee acknowledges that any alterations to the Leased Area will be carried out at the cost of the Lessee.</p> <p>The Lessee is to ensure they have all the required statutory authority approvals prior to the commencement of any works.</p> <p>The Lessee is to ensure the construction site is kept in a presentable manner for the duration of the construction.</p>
19.	Construction Stage Builder Approval	The Lessee is to provide the building contract, insurances to the Lessor for approval prior to starting works subject to Lessor approval which cannot be unreasonably withheld.
20.	Repairs & Maintenance	<p>The Lessee must keep the Premises (interior and exterior) and including waste pipes and drains in a good state of repair, fair wear and tear accepted.</p> <p>The Lessee will be responsible for the upkeep and maintenance of any capital works constructed by the Lessee after the commencement of this Lease agreement.</p>
21.	Cleaning	The Lessee will be required to maintain and keep the Premises clean and tidy and free from vermin or vagrancies. The Lessee should attempt to use environmentally friendly cleaning products as appropriate.
22.	Waste	The Lessee will be responsible for the disposal of waste from the premises and at the Lessee's expense.
23.	Air conditioning Plant	The Lessee must maintain air conditioning plant throughout the Lease Term, including at a minimum, having all systems professionally serviced every three months or to the appropriate standard for the relevant equipment. The renewal of air conditioning systems and equipment will be at the Lessee's cost.
24.	Signage / Display Banners	<p>The Lessee shall not install any external signage or display banners on the Premises without first obtaining the approval (Owners Consent) of the Lessor.</p> <p>Subject to the applicable Planning Regulations, the Lessor agrees that such consent will not be unreasonably withheld and furthermore acknowledges that the Lessee will require external signage along the premises.</p> <p>It is the Lessee's responsibility to ensure that they have all necessary statutory and council requirements regarding external signage.</p> <p>The Lessor is permitted to place Council branded statutory and regulatory signage and Council asset</p>

		<p>branding signage within the Lease Area, subject to the Lessee's approval, which cannot be unreasonably withheld.</p> <p>The Lessor is permitted the opportunity to have Council branding on construction site wrapping with branding space to be shared with the Lessor and Lessee.</p>
25.	Fire Protection	<p>The Lessee must maintain all fire safety devices (including sprinkler and fire alarm services) within the Leased Area in accordance with the Building Code of Australia (BCA) and relevant Australian Standards. The Lessee will be required to obtain approval from the Lessor before undertaking any fire protection modifications.</p> <p>The Lessee must provide copies of their annual fire safety statements on request.</p>
26.	Security	<p>The Lessee will be responsible for keeping the Premises locked and secured. The Lessee is responsible for any security cameras or security system installed by the Lessee (subject to Lessor's prior written consent).</p>
27.	Compliance with the District Park Plan of Management and Other Council Policies	<p>The Lessee must ensure it complies with the District Park Plan of Management 2015 (POM) or future POM over the site, as well as other Council's policies applicable to the Leased Area, including but not limited to the following:</p> <p>The Lessee must comply with the Northern Beaches Council's Single Use Plastic Policy, aimed at eliminating the use of single use plastics. As such the Lessee must minimise the use of plastic bags, balloons plates and cutlery. The Lessee should provide products and services that do not rely on single use plastics and promote alternatives to single use plastics. The Lessee must not distribute or sell plastic straws.</p> <p>The Lessee must comply with Council's <i>Waste Minimisation for Functions and Events</i> policy, aimed at promoting best practice waste management.</p> <p>The Leased Area is subject to Council's Smoke-free Public Places Policy.</p>
28.	Statutory Compliance	<p>The Lessee shall be responsible for ensuring that their use of the Leased Area complies with the development consent and any other statutory requirements for the Permitted Use at all times. Lessee must comply with all relevant legislation including but not limited to environmental health, hygiene, occupation health and safety etc.</p>

		Lessee must notify Council of any non-compliance and fines related to environmental health at the premises within 7 days of the non-compliance being identified, and provide Council permission to share and access this information between Council's relevant departments. The Lessee shall also be responsible for disclosing to the Lessor any non-compliance and fines that they may be issued by other divisions of Council, state or federal authorities relating to their leased area.
29.	Environmental Protection	The Lessee must comply with the Protection of the Environment Operations Act 1997, and must ensure that the surrounding area and people within the neighbourhood are not adversely affected. The Lessee shall not adversely affect the amenity of the neighbourhood or interfere unreasonably with the comfort or repose of a person who is outside the premises by reason of the emission or discharge of noise, fumes, vapour, odour, steam, soot, ash, dust, waste water, waste products, grit, oil or other harmful products.
30.	Food safety, handling and hygiene	<p>The Lessee must during the Lease Term for the portion of the food premises:</p> <ul style="list-style-type: none"> a) Comply with all relevant standards and regulations in the Australian New Zealand Food Standard Code and Food Act 2003. b) Ensure all food on the premises is protected from the likelihood of contamination during storage, display, preparation, transport and receipt. c) Ensure all food handlers have skills and knowledge in food safety and food hygiene. d) Maintain the food premises (Floors, walls and ceiling) and all equipment, fixtures and fittings in a clean and sanitary condition at all times. e) Ensure the food premises (Floors, walls and ceiling) and all equipment, fixtures and fittings (including the Lessor's fixtures and fittings) complies with Australian Standard AS4674 – 2004, Australian New Zealand Food Standard Code and Food Act 2003, and are designed, constructed and maintained so they can be easily and effectively cleaned, and not provide entry or harbourage to pests. f) Not cook without the installation of mechanical ventilation that complies with Australian Standard AS1668.2 – 2012. Note, this is at the absolute discretion of Lessor to consider approving this.

31.	Sale of Liquor	The sale of liquor within the Leased Area is permitted in compliance with any licence under the Liquor Act held by the Lessee in relation to the Leased Area, and alcohol must be served responsibly.
32.	Make Good	Ownership of any fixed improvements made by the Lessee during the term of the tenancy shall vest in the Lessor at the end of the Lease Term. Should the Lessor determine that part or all of the fixed improvements are not required the Lessee will be responsible to make-good at the completion of the Lease Term. This make-good may include the complete removal of improvements on the Lease area and return of the Lease area to its original condition at the discretion of the Lessor.
33.	Damage or Destruction	<p>If the whole or a significant part of the Premises is damaged or destroyed rendering the Premises inaccessible or substantially unfit for the Lessee's use and occupation and resulting in the Lessee being deprived of use of a substantial part of the Premises, then the Lessee must promptly:</p> <ul style="list-style-type: none"> (a) make the Premises (including the Improvements) safe and secure; (b) erect appropriate hoardings around the Premises to ensure the safety and security of the Premises; (c) clear all debris from the Premises; (d) give the Lessor a report from a structural engineer as to the structural stability of the Improvements; and (e) comply with any reasonable requirements or directions of the Lessor. <p>After complying with all of its obligations above, the Lessee must, at its cost, do one of the following, unless the Lessor directs otherwise:</p> <ul style="list-style-type: none"> (a) rebuild or reinstate the Premises (including the Improvements) in accordance with their original design, subject to any modifications as may be required by the Lessor and any competent Authority; or (b) demolish the Premises
34.	Insurances	<p>The Lessee will take out and maintain the following insurances;</p> <ul style="list-style-type: none"> a) The Lessee must maintain building insurance for the improvements during the Lease Term. b) \$20,000,000 public liability insurance for any one event, in the name(s) of the Lessee noting the interest of the Lessor. c) Fittings, fixtures and stock insurance; and d) Contractor's all risk policy in respect of the Lessee's Construction and Fit-out Works.

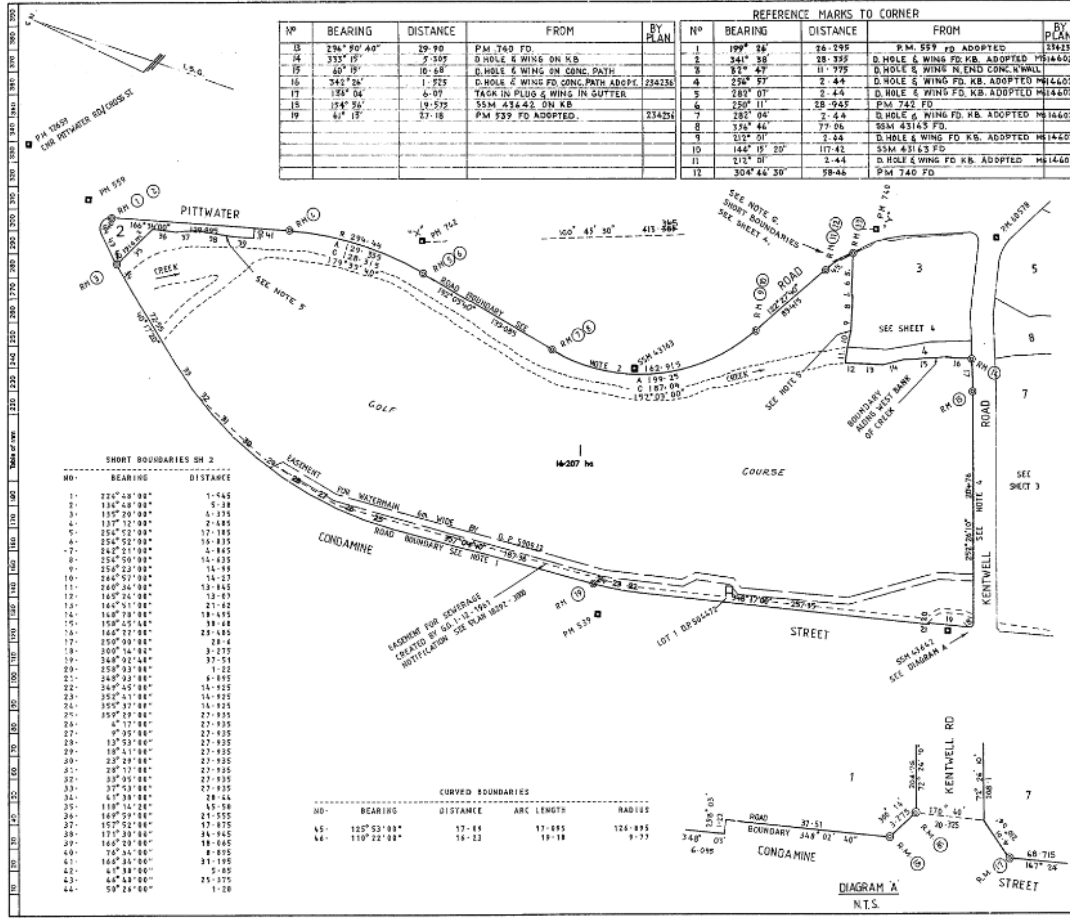
35.	Lease Bank Guarantee	An unconditional bank guarantee with no expiry date equivalent to three months gross market rent plus GST, in favour of the Lessor, will be required as security from the commencement of Year 6.
36.	Sub-lease, Transfer or Assignment	The Lessee shall not sublet or otherwise deal with the Premises without the consent of the Lessor, which is at the Lessors absolute discretion. The Lessee does not have the right to assign or transfer the Lease.
37.	Access	Access to the Lease Area will be provided, upon confirmation by the Lessor that they have received a properly executed, valid lease in terms acceptable to the Lessor, and confirmation of all insurances. The Lessee must permit to the Lessor access without prior notice if required for an emergency or to undertake necessary urgent repairs.
38.	Telecommunications Facilities	The Lessor shall be entitled to use any part of the Premises for the erection of any telephone communications equipment for use by the Lessor and telecommunications "carriers" (within the meaning of the Telecommunications Act 1997 (Cth)) and their agents and may enter into any arrangement with such persons following consultation with the Lessee. The Lessor agrees that the installation of such equipment cannot interfere with the Lessee's current or future operations.
39.	Ownership of Improvements	During the initial Lease Term the Improvements shall be an asset of the Lessee. Upon termination of the initial Lease Term improvements shall become the asset of the Lessor, unless the Lessor requires complete removal of the Asset by the Lessee.
40.	Condition of Lease Area	The Lessor is providing the Lease Area "as is" to the Lessee, subject to the responsibilities in clause 9
41.	Lease Approval	This Lease is subject to contract, and the approval process as required under the Local Government Act. As such the proposed lease will need to be publicly notified as required for community classified land. This includes any necessary PPP approval process as detailed by the Office of Local Government https://www.olg.nsw.gov.au/councils/policy-and-legislation/guidelines-and-policy-information-resources-for-councils/public-private-partnerships/

Name: Ray Brownlee
Position: CEO
For and on behalf of
Northern Beaches Council

Name: Scott Campbell
Position: President
For and on behalf of
Warringah Golf Club

Date:

Date:



REFERENCE MARKS TO CORNER			
Nº	BEARING	DISTANCE	FROM
1	199° 24'	26.238	P.M. 559 PD ADOPTED
2	341° 36'	28.399	D. HOLE & WING PD K.B. ADOPTED M14602
3	334° 47'	11.799	D. HOLE & WING N END CONC. WALL
4	236° 57'	2.44	D. HOLE & WING PD. K.B. ADOPTED M14601
5	287° 07'	2.44	D. HOLE & WING PD. K.B. ADOPTED M14601
6	250° 11'	28.949	P.M. 742 PD
7	231° 04'	2.44	D. HOLE & WING PD. K.B. ADOPTED M14602
8	334° 44'	77.06	SSM 43145 PD.
9	101° 20'	1.88	D. HOLE & WING PD. K.B. ADOPTED M14602
10	144° 19' 20"	117.82	SSM 43145 PD.
11	213° 01'	2.44	D. HOLE & WING PD. K.B. ADOPTED M14601
12	304° 44' 30"	98.86	P.M. 740 PD

SHORT BOUNDARIES SH 2

Nº	BEARING	DISTANCE
1	224° 28' 00"	1.443
2	184° 08' 00"	6.28
3	135° 20' 00"	4.133
4	137° 15' 00"	7.483
5	254° 52' 00"	17.185
6	254° 52' 00"	15.835
7	249° 01' 00"	4.845
8	254° 50' 00"	14.435
9	254° 52' 00"	14.19
10	244° 57' 00"	14.23
11	240° 24' 00"	13.843
12	165° 26' 00"	12.63
13	144° 31' 00"	21.62
14	148° 78' 00"	18.958
15	158° 25' 48"	18.48
16	164° 51' 00"	25.193
17	150° 00' 00"	28.4
18	160° 14' 00"	3.375
19	348° 02' 48"	37.51
20	258° 33' 00"	1.22
21	248° 03' 00"	6.895
22	248° 45' 00"	14.923
23	255° 11' 00"	14.923
24	355° 37' 00"	14.923
25	355° 39' 00"	27.935
26	4° 17' 00"	27.935
27	9° 35' 00"	27.935
28	135° 53' 00"	27.935
29	19° 11' 00"	27.935
30	25° 29' 00"	27.935
31	28° 17' 00"	27.935
32	33° 35' 00"	27.935
33	37° 53' 00"	27.935
34	47° 39' 00"	28.44
35	118° 16' 00"	45.58
36	149° 29' 00"	17.555
37	157° 52' 00"	17.875
38	171° 20' 00"	24.945
39	168° 20' 00"	18.665
40	76° 34' 00"	8.895
41	165° 31' 00"	31.195
42	45° 38' 00"	5.865
43	44° 53' 00"	25.375
44	59° 24' 00"	1.20

CURVED BOUNDARIES

Nº	BEARINGS	DISTANCE	ARC LENGTH	RADIUS
45	125° 53' 00"	17.84	17.845	124.895
46	119° 22' 00"	16.22	16.118	9.73

DP 829465

Registered 13-7-1993

Plan of 2 of 2 of 1993-4 Street Area 1774, DUCKLEIGH 1992

B Richards

Surveyor registered under the Surveyors Act 1933

This is sheet 2 of 2 of 1993-4. Plans prepared by me Certificate No. 2477 MAR 1993 9286

B Richards

As used where cases in conflict in any plan or plan sheet.

NOTES

- CONDAMINE STREET ROAD BOUNDARY BETWEEN LOT 7 & CAMPBELL PARADE FIXED FROM DP 234236 PD SURVEY 1983 ADOPTING DP 155 FROM PM 559 P.M. 559 R.H. (DP 515 PARTIAL SURVEY)
- PITTSWATER ROAD BOUNDARY BETWEEN LOT 7 & CAMPBELL PARADE FIXED FROM DP 234236 PD SURVEY 1983 ADOPTING DP 155 FROM PM 559 P.M. 559 R.H. (DP 515 PARTIAL SURVEY)
- BANK OF CREEK SHOWN THIS...
- KENTWELL ROAD BOUNDARY FROM REGISTERS SURVEY PLAN 8922-3000 LINKING DP 234236 SURVEY TO PLAN 1402 SURVEY PARTIAL SURVEY 1
- BOUNDARY DEFINED BY EXISTING OAKHURST FENCE. BOUNDARY ANGLES MARKED BY PAINTED CENTRE PUNCH MARK WITH WING OR STEEL RODS.
- BOUNDARY DEFINED BY SOUTH WEST FACE OF STONE WALL ADOPTING DIMENSIONS SHOWN ON PLAN N° 1402 - 3000 PARTIAL SURVEY.

Reduction Ratio: 1:5000

Surveyors' Address: 244/254 Esplanade

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 16th July 1993

10 120 140 160 180 200 Table of mm 1:10, 1:20, 1:30, 1:40

Lot 3 is the proposed shared Clubhouse and Council areas