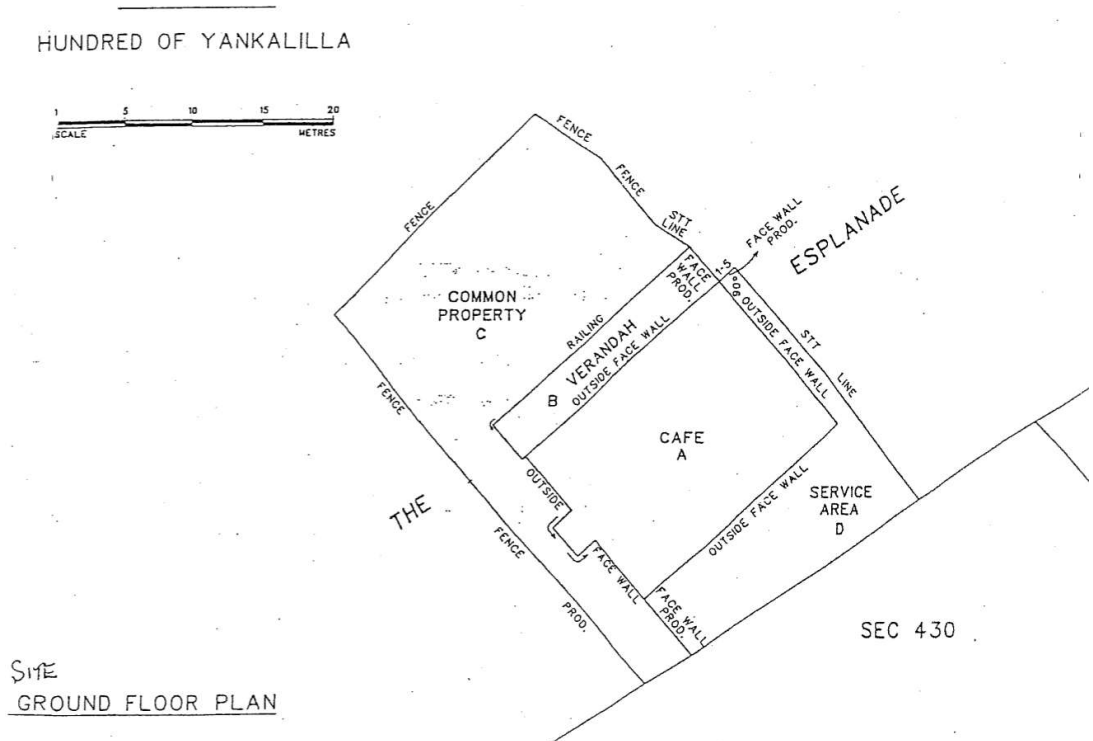


Kiosk/Café Existing Lease

- Pittman Lease – 1 January 2007
- Renewals
 - 31 December 2011
 - 31 December 2016
 - 31 December 2021
 - 31 December 2026
- Total Area 303.5m²
 - Café 253.5 m²
 - Verandah 50.4 m²

Café A - 253.5 sqm
 Veranda B – 50.4 sqm

Total – 303.9 sqm



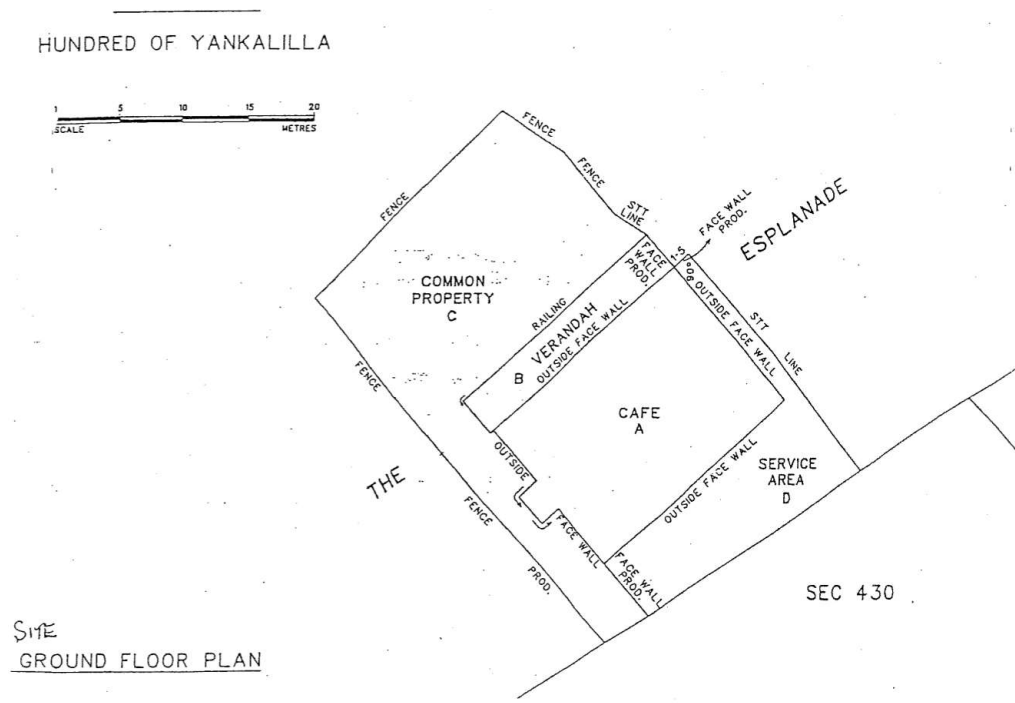
4.23 **Licensed Area**

- (a) The Lessor hereby grants to the Lessee and the Lessee hereby accepts for the Term of this Lease a non-exclusive licence over that portion of the Land marked "Service Area D" on the Plan contained in Annexure "A" (the **Licensed Area**) for the purpose only of loading and unloading service vehicles carrying goods and produce used in the conduct of the Lessee's business from the Premises.

Café A - 253.5 sqm

Veranda B – 50.4 sqm

Total – 303.9 sqm





Normanville Beach Café - 2010

Google





Normanville Beach Café - 2014



SCHEDULE

Item 1
(Assignment Date)

.....23/11/15.....

Item 2
(Lease)

Memorandum of lease dated 18 October 2007 and assigned to the Assignor by Deed of Assignment in 2008 and as extended such that the current term is to expire on 31 December 2016

Item 3
(Premises)

That portion of Certificate of Title Volume 5923 Folio 811 known as 'The Esplanade' marked 'Cafe A' and 'Veranda B' in the plan annexed to the Lease as Annexure A

Item 4
(Variations)

Clause 2.5(e) (Trading Hours) is deleted and replaced with the following:

'2.5 Trading Hours

To keep the Premises open for business and to trade and conduct its business during the following days and hours as may be amended by agreement from time to time.

Summer – 1 October to 30 April:

Monday to Thursday 7.00am – 9.00pm

Friday to Sunday 7.00am – late

Winter – 1 May to 30 September:

Monday to Sunday 7.00am – 5.00pm'

The following clause is inserted as clause 5:

5. RELOCATION

If a proposed redevelopment of the Land or any part of the Land for purposes related to any building and construction works to the neighbouring surf life saving club premises (**Redevelopment**) cannot be carried out practicably without vacant possession of the Premises, then the Lessor will be entitled to relocate the Lessee's business carried out at the Premises subject to the following provisions:

- 5.1 the Lessor cannot require the relocation of the Lessee's business unless and until the Lessor has provided the Lessee with details of the proposed redevelopment sufficient to indicate a genuine proposal that the redevelopment is to be carried out within a reasonably practical time after relocation of the Lessee's business and that the Redevelopment cannot be carried out practicably without vacant possession of the Premises;
- 5.2 the Lessor may at any time after providing the Lessee with the information specified in clause 5.1, provide the Lessee

with a written notice (**Relocation Notice**) specifying:

- 5.2.1 the alternative site to which the Lessee is requested to relocate its business and providing details in relation to that alternative site;
- 5.2.2 the date on which such relocation is to take place, being a date not less than three (3) months after the Relocation Notice is given; and
- 5.2.3 an estimated time for the relocation period;
- 5.3 a Relocation Notice given by the Lessor will be deemed to be an offer to relocate the Lessee to the alternative site on and from the Relocation Date specified in the Relocation Notice, rent free for the period of the relocation, for a term equivalent to the remainder of the Term and otherwise upon terms and conditions identical to the terms and conditions of this Lease;
- 5.4 unless the Lessee terminates this Lease under clause 5.5 below, the Lessee will be taken to have accepted the offer of relocation made by the Lessor as described in clause 5.2;
- 5.5 if a Relocation Notice is given under clause 5.2, the Lessee may within one (1) month after that Notice is given, give to the Lessor a notice of termination (**Termination Notice**). If the Lessee gives such a Termination Notice then this Lease will come to an end three (3) months after such Notice is given or at such other time as the Lessor and the Lessee agree; and
- 5.6 if an offer of relocation made by the Lessor under clause 5.2 is accepted or taken to have been accepted by the Lessee under clause 5.4, then the Lessor will pay or reimburse to the Lessee all the reasonable costs incurred by the Lessee in relocating to the alternative site including legal costs.'

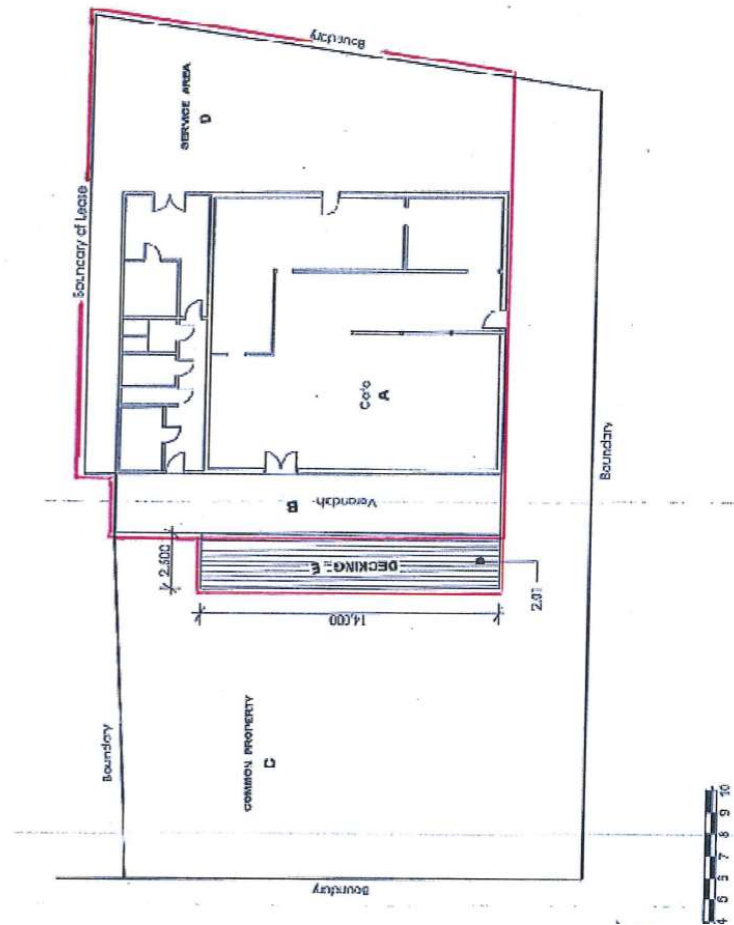
2017

**NORMANVILLE BEACH CAFÉ –
'DECKING E'**

35 sqm

SCHEDULE 1

ITEM 1 Premises	The portion of the land comprised in Certificate of Title Volume 5923 Folio 811 being the area delineated as 'Decking E' in the Plan attached as Annexure A
ITEM 2 Land	The whole of the land comprised in Certificate of Title Volume 5923 Folio 811
ITEM 3 Initial Term	Commencing on 15 November 2017 (Commencement Date) and expiring at midnight on 31 December 2021
ITEM 4 Renewal(s)	Nil
ITEM 5 Rent	Zero dollars (\$0.00) per annum (exclusive of GST) unless otherwise agreed between the parties





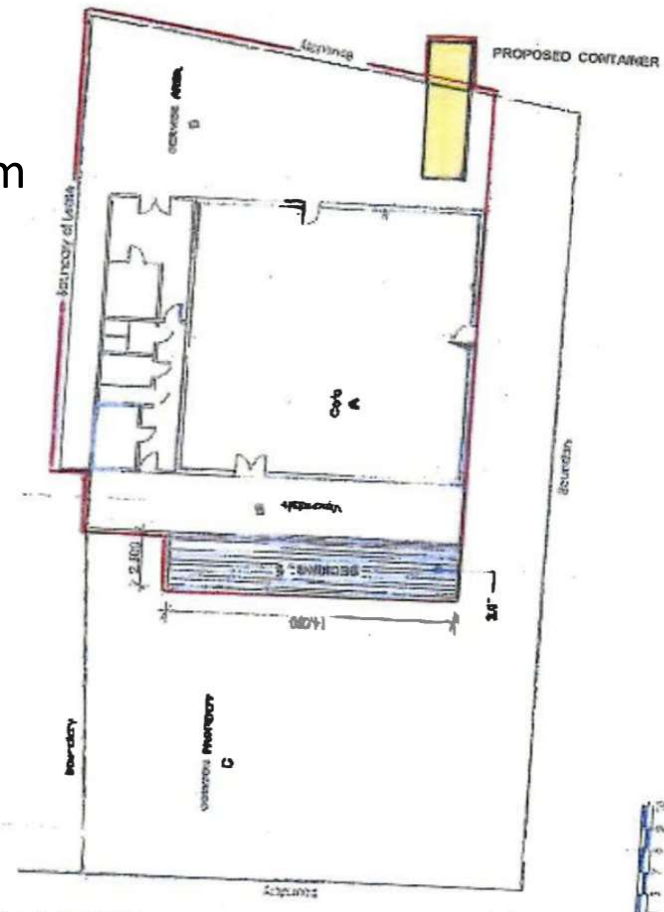
Nov 2020

NORMANVILLE BEACH CAFÉ – 'CONTAINER F'

SCHEDULE 1

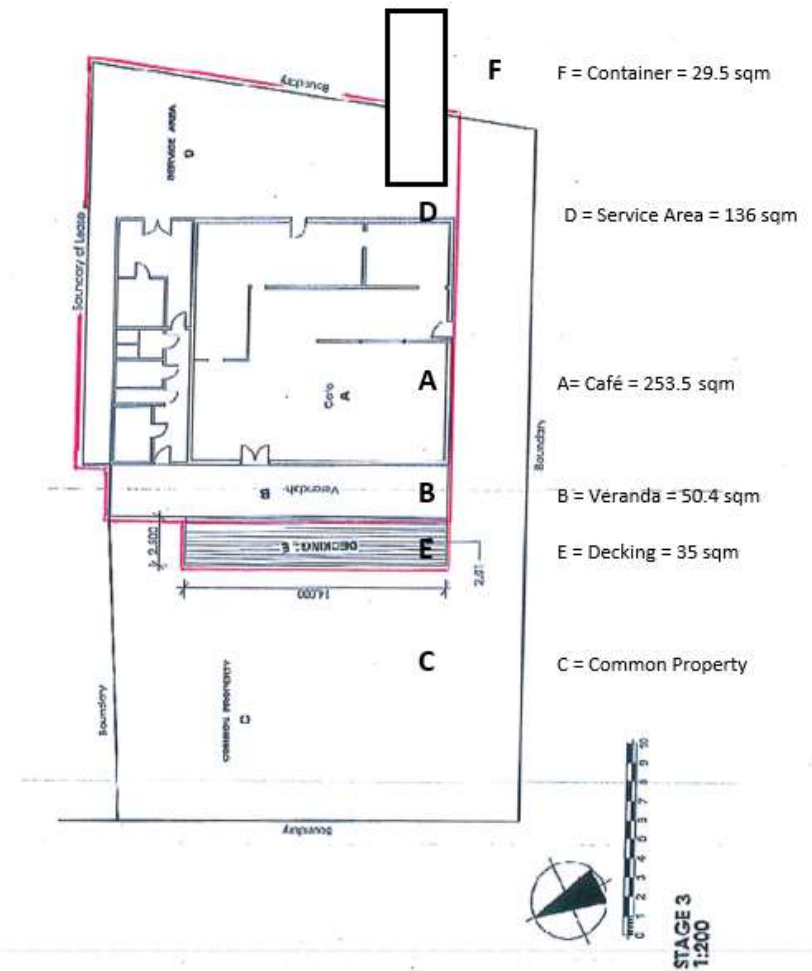
ITEM 1 Premises	The portion of the land comprised in Certificate of Title Volume 5923 Folio 811 and Certificate of Title Volume 6241 Folio 769 being the area delineated as 'Proposed Container' in the Plan attached as Annexure A
ITEM 2 Land	The whole of the land comprised in Certificate of Title Volume 5923 Folio 811 and Certificate of Title Volume 6241 Folio 769
ITEM 3 Initial Term	Commencing on 1 November 2020 (Commencement Date) and expiring at midnight on 31 December 2021 – with either party able to provide 30 days' notice to terminate the agreement in accordance with Special Condition 2
ITEM 4 Renewal(s)	Nil
ITEM 5 Rent	Six Hundred dollars (\$600.00) per month (exclusive of GST) unless otherwise agreed between the parties
ITEM 6 Outgoings	Outgoings means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Land and/or Building
ITEM 7 Permitted Use	The operation of a Shipping Container Kiosk

29.5 sqm



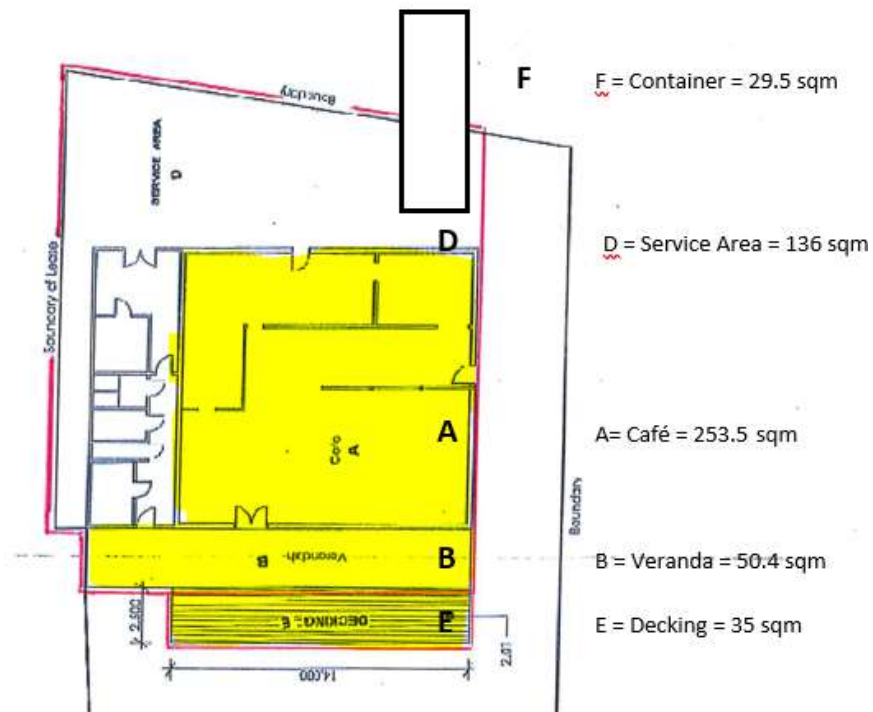


- Areas from 2007 to Current
- 2015 Transfer
 - $A + B = 303.9 \text{ sqm}$
- 2017 Add extra 35 sqm deck
 - $A + B + E = 338.9 \text{ sqm}$
- Add 2020 Container 29.5 sqm
 - $A + B + E + F = 368.4 \text{ sqm}$

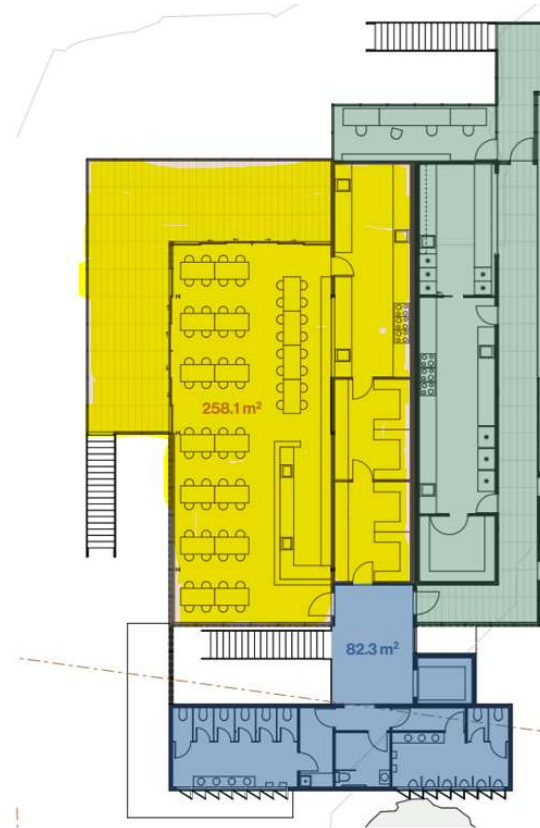


$$80\% \text{ of } A = (202.8) + B (50.4) = 258.2$$

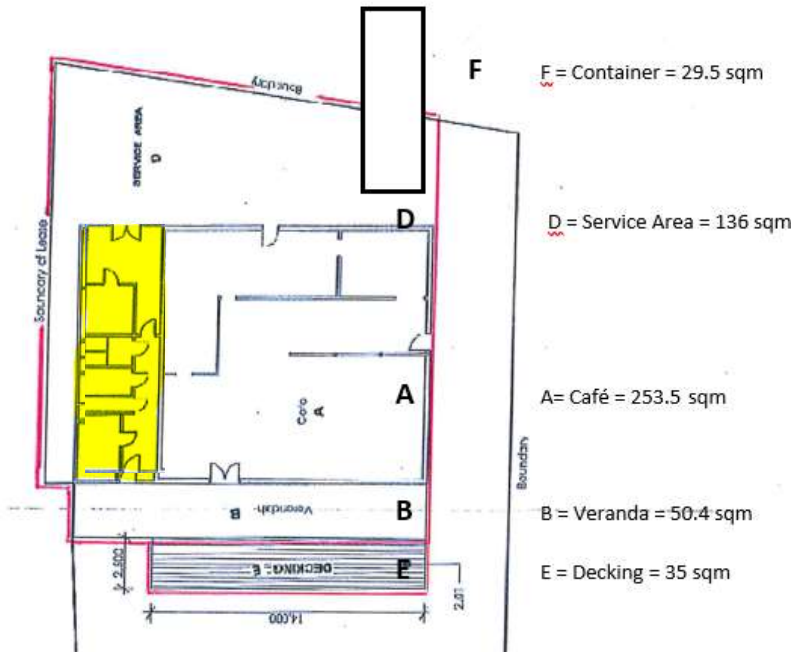
$$80\% \text{ of } A = (202.8) + B (50.4) + E (35) = 288.2$$



Upstairs = 258.1



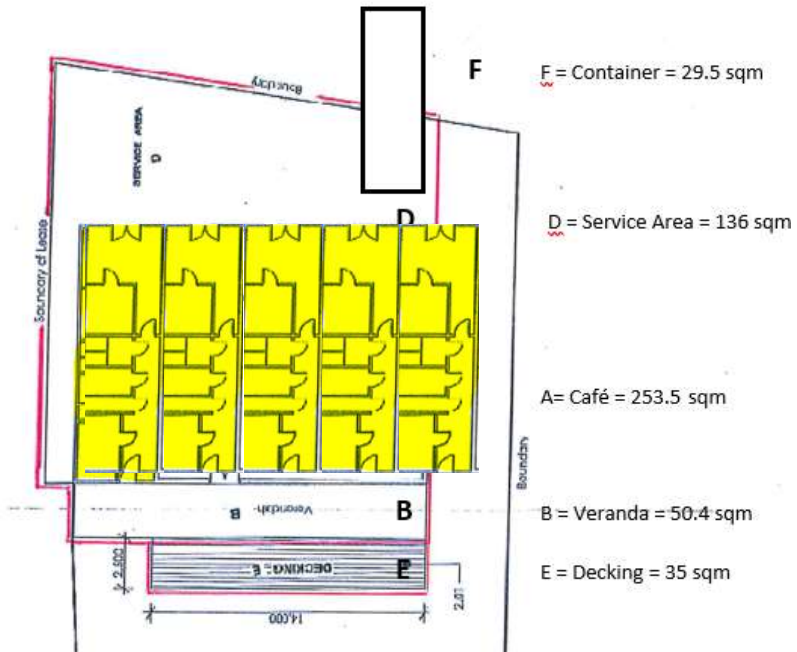
20% of A = (50.7)



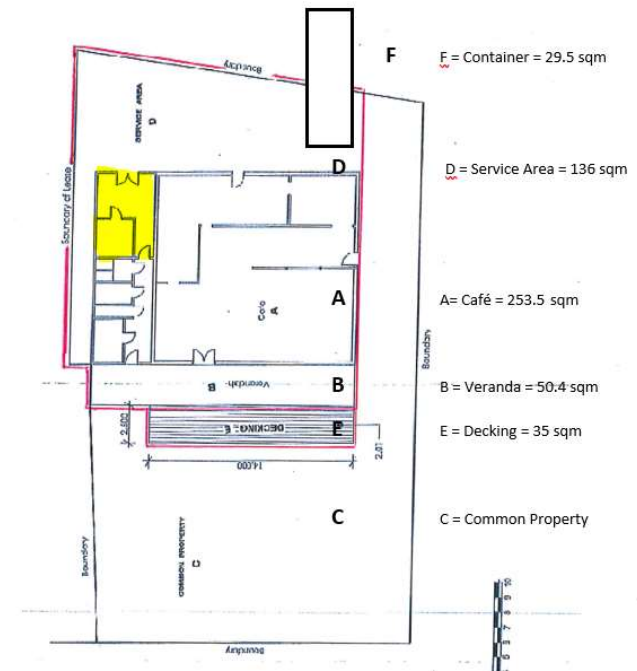
Upstairs Toilets = 49.9



How accurate is 20%

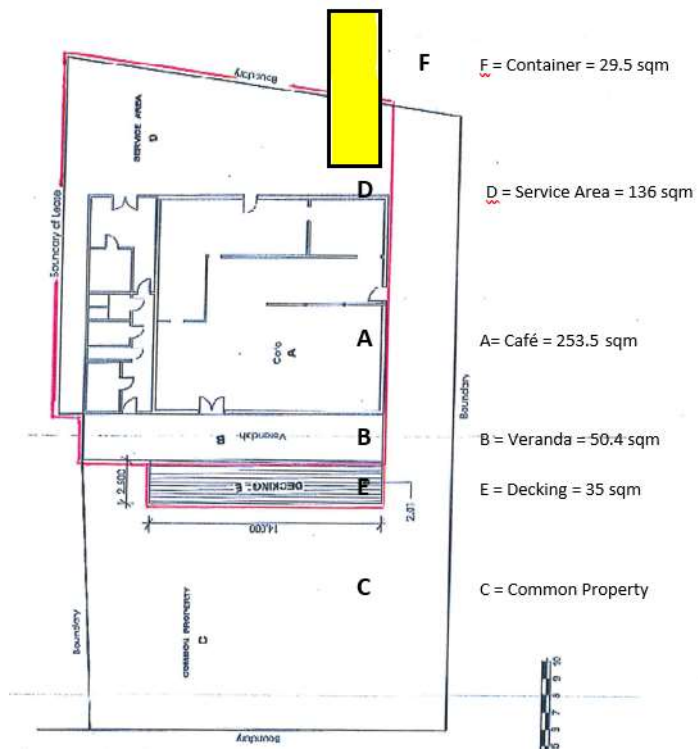


Not all toilet – Some is store room

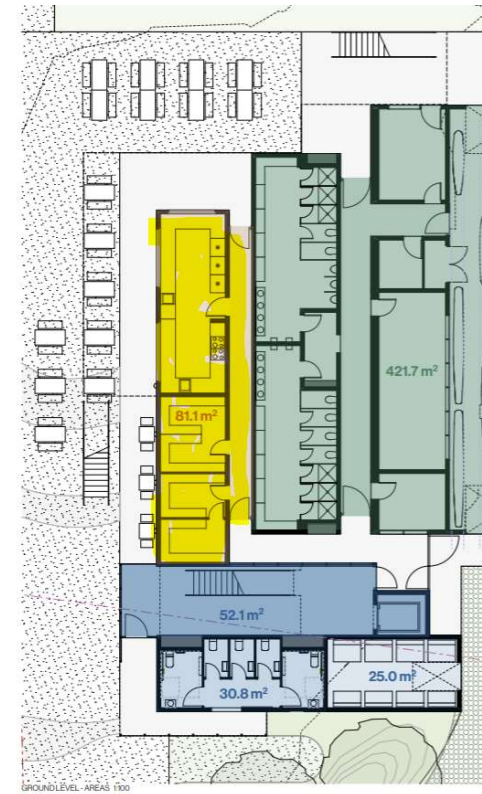


Common Area - Upstairs		
Inner wall size		
	Full	Half
Lobby		0
Void		0
Female	19.1	9.55
AL (Air Lock) Female	5.1	2.55
PS (Passage)	2.6	1.3
ACC	5.7	2.85
AL (Air Lock) Male	3.2	1.6
Male	14.2	7.1
Lift		0
Total internal area	49.9	24.95

Container F = 29.5



Downstairs = 81.1



Tables and chairs in photo not under lease and available for all



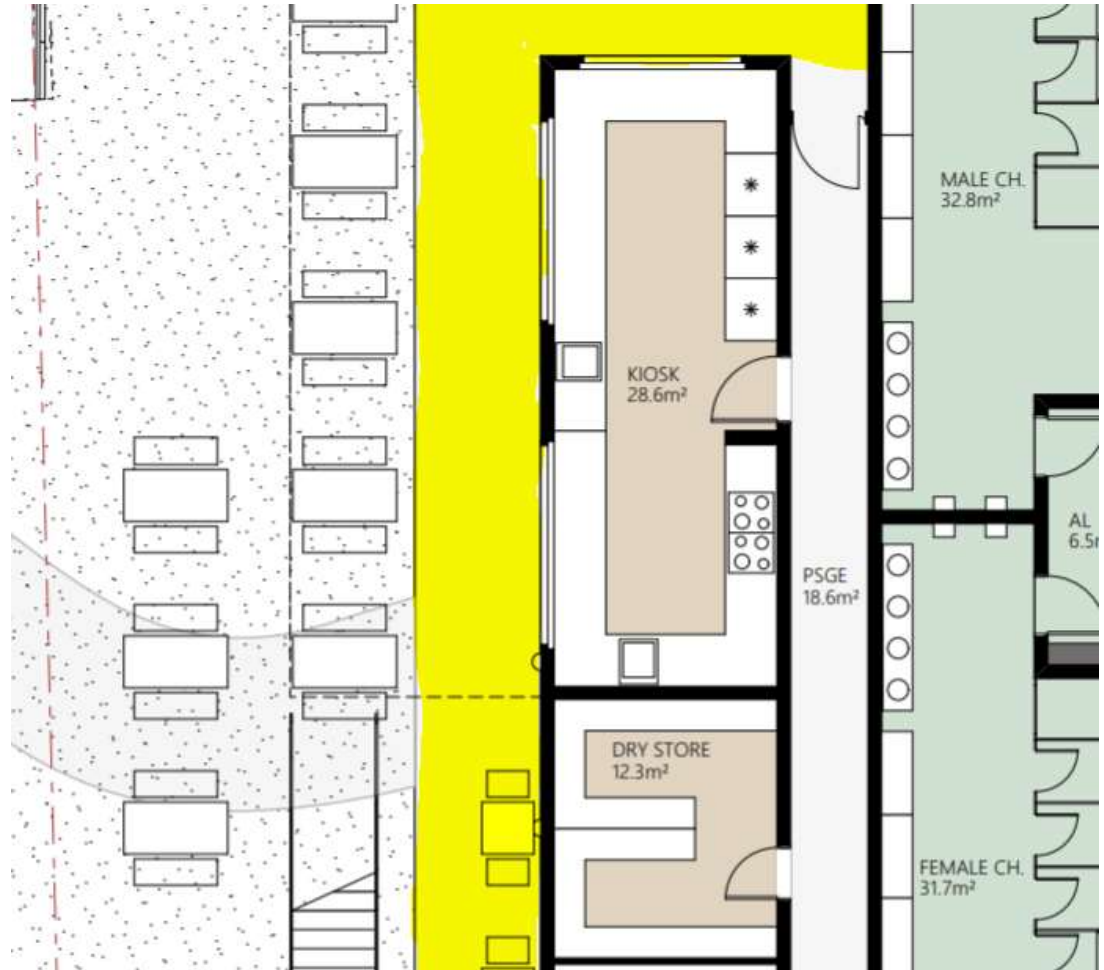
Tables and chairs in photo not under lease and available for all



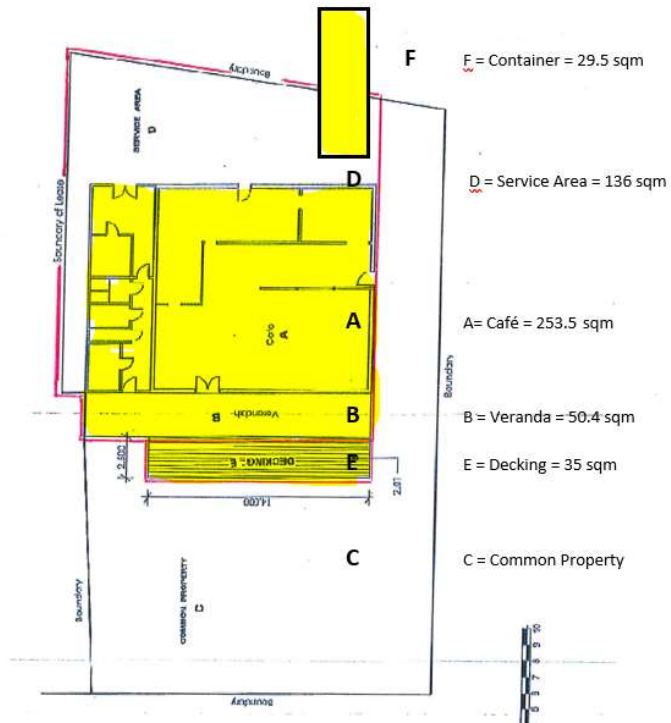


Outdoor Area next to Kiosk

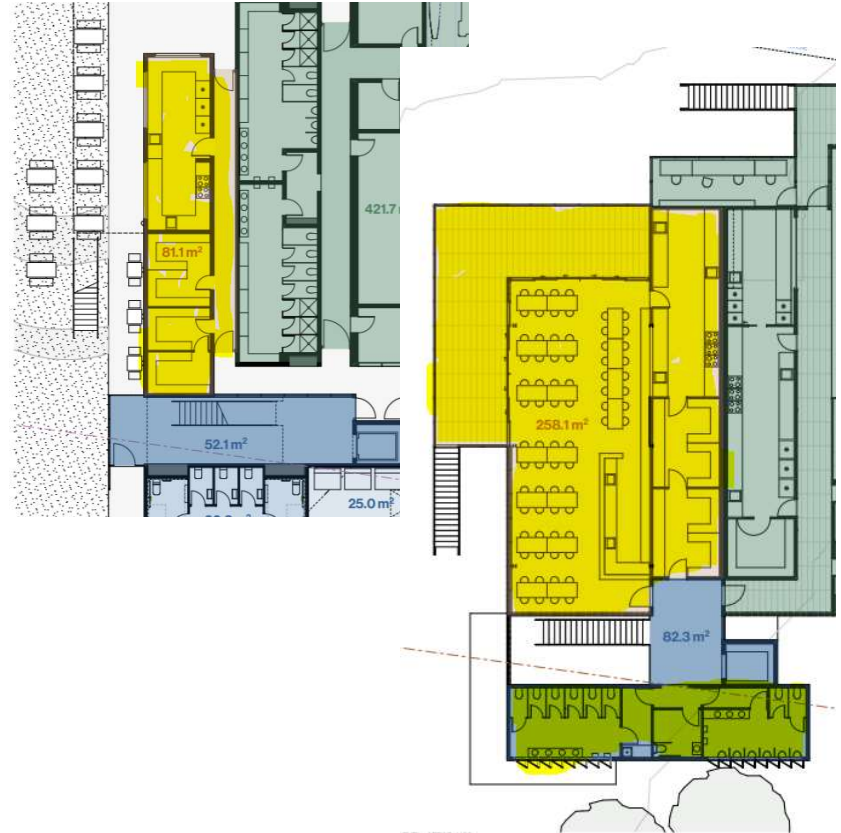
- Potential to protect from weather additional 82.8 sqm
- Not included in totals in this presentation.



A + B + E + F = 368.4 sqm
 2015 Transfer = 303.9 sqm



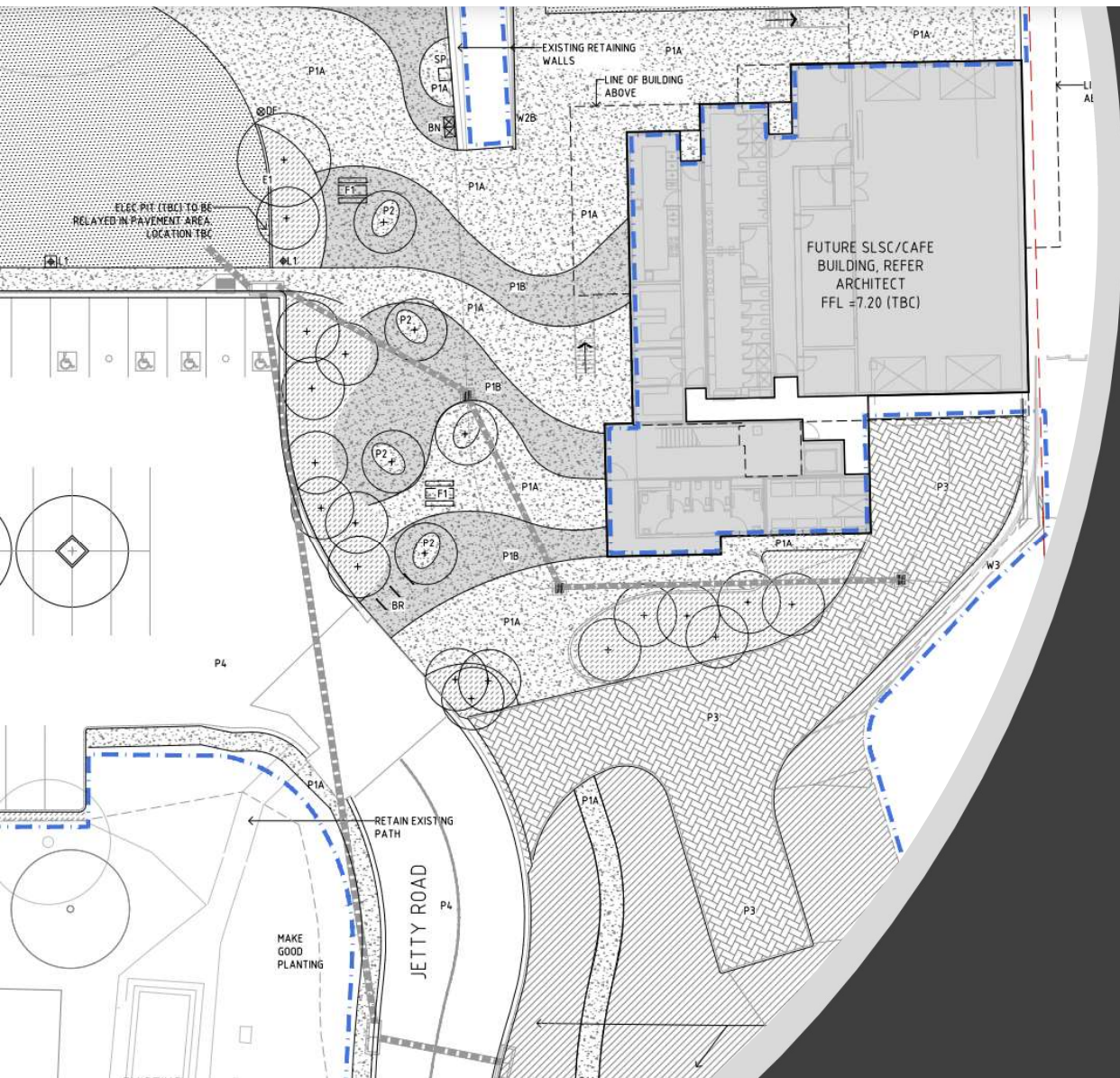
Upstairs + Downstairs = 389.1 sqm





Service Area D – Currently used to operate the Kiosk





Rear Entry & Waste Disposal

Bin Enclosure

The area for the Bins

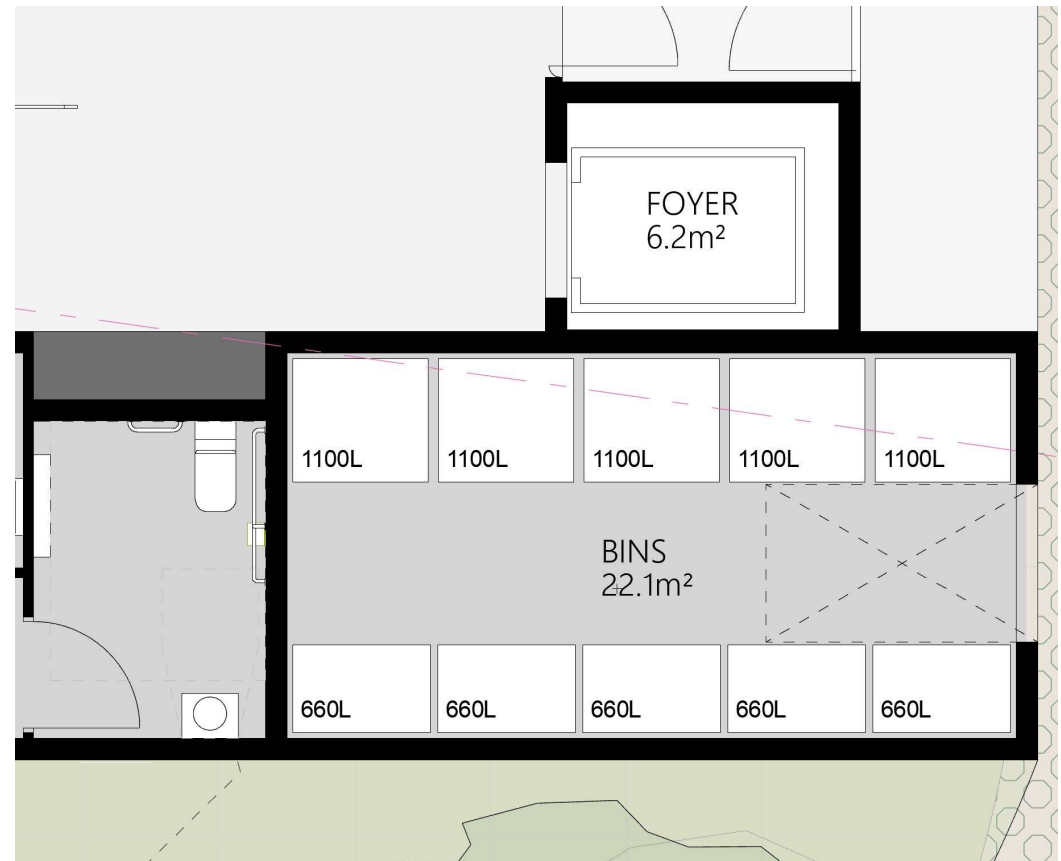
- 5 x 1100L plus
- 5 x 660L
- (total bin space 8,800L)
- Equates to 36 of our 240 litre bins

The surf club will be allocated

- 1 x 1100L and
- 1 x 660L for rubbish
- and 1 or 2 660L bins for recycling (depending what the café needs)

The Cafe will have

- 4 x 1100L +
- 2 to 3 660L
- (Total up to 6,380L)
- Pickup if using FRWA bins can occur 3 times a week and on demand



FRONT LIFT



1.5 Cubic Metre Frontlift Bin

For General Waste Ring 83828618 for the best price



3 Cubic Metre Frontlift Bin

For General Waste Ring 83828618 for the best price



4.5 Cubic Metre Frontlift Bin

For General Waste Ring 83828618 for the best price



3 Cubic Metre Frontlift Bin

For Paper/Cardboard Recycling Ring 83828618 for the best price

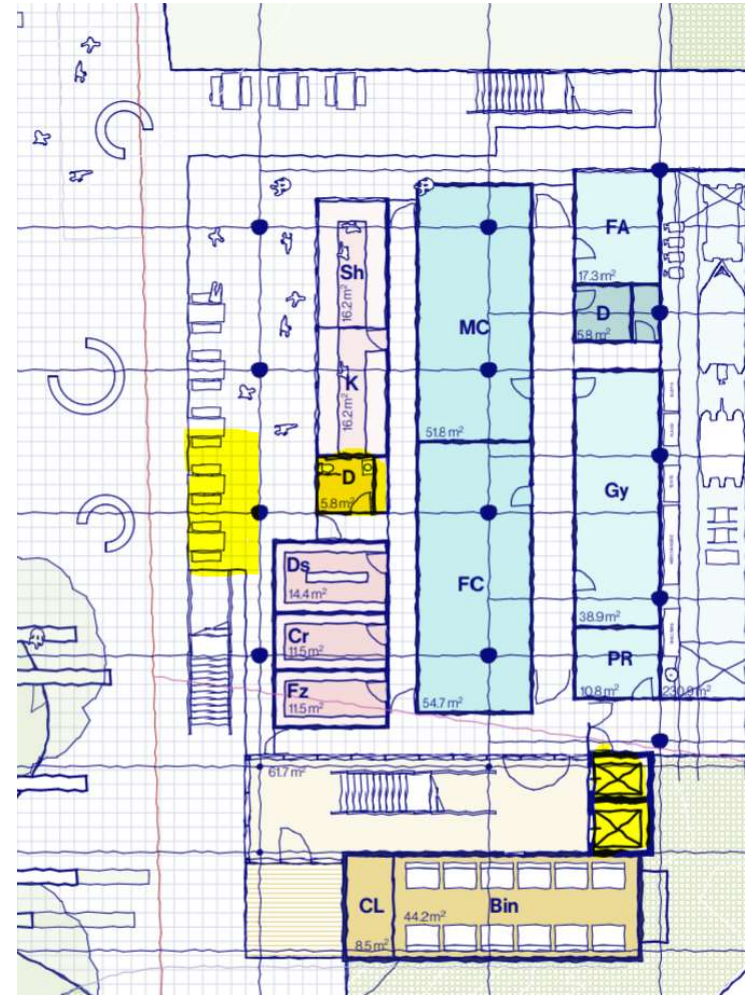


4.5 Cubic Metre Frontlift Bin

For Paper/Cardboard Recycling Ring 83828618 for the best price

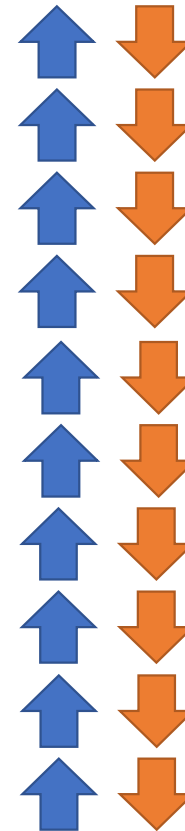
To get to \$1.6M after May 2021 EM Forum

- Reduction in sizes incl
 - Balcony
- Reduction in Service Lift
- Removal of Kiosk Staff Toilet



Next Steps – Meet with Commercial Agent – The Balancing Act – Determine new leases based on many factors

13. That an Elected Member Workshop be held, with the commercial agent in attendance, to discuss preferred options for the future leases to be negotiated for the Surf Club, Kiosk and Café. That options may include:
 - a. Capping on lease payments.
 - b. Lease payments to ensure leaseholder business viability based on lease conditions and supplied facility.
 - c. Initial period of lease free in recognition of fit-out costs and any upfront additional construction costs (for example area adjacent to downstairs Kiosk).
 - d. Lease period terms.
 - e. Details on what the facilities can and cannot be used for, including direct competition.
 - f. Availability of facilities for Community Use.
 - g. Maintenance of building costs.
 - h. Cleaning of facility requirements, including shared common areas and toilets.
 - i. Any requirements on minimum opening hours to ensure appropriate availability to Community.
 - j. Waste Management requirements to meet Council's single use plastics focus and use of green organics bin, especially for food waste.





Thankyou

