

Deighton Pty. Ltd.

ABN39 220 486 601 ACN 009 001 076

P. O. Box 81
NORTH DANDALUP WA 6207

Telephone: (08) 9530 1121
Fax: (08) 9530 1090

Our Ref: 605/13-A-H

18th February, 2014

Shire of Roebourne,
P.O. Box 219,
KARRATHA WA 6714

ATTENTION: Mitchell Cameron,

Dear Mitchell,

Heads of Agreement for Proposed Lease from Karratha Airport Lot 302 Bayly Avenue, Gap Ridge WA 6714

Deighton Pty Ltd, act on behalf of Aurecon in regard to securing suitable sites for installation and operation of telecommunications facilities as part of its telecommunications network and further to our discussion in regards to a proposed lease for a mobile telephone base station at the above site we enclose our offer of a Heads of Terms Agreement between Telstra and yourselves together with an aerial mark-up plan showing the proposal.

Obviously there will still be a requirement to undertake Development Approval with the Shire and the Heads of Terms Agreement will be subject to the successful outcome of a Development Application. We will prepare plans to facilitate the Development Application process and we will provide copies of those plans for comment and amendment if required before lodging the Development Application.

Once we have approved Heads of Terms we will proceed to preparation of the plans for your comment.

Yours sincerely,


.....
Steve Bruce
DIRECTOR

DEIGHTON PTY LTD

Attached:

- 1 Original and duplicate copy of the Heads of Agreement
- 2 Aerial mark-up plan

SHIRE OF ROEBOURNE
RECEIVED

25 FEB 2014

Action By: Mitchell Cameron
File No: LS.7
Document ID: ICE 112284
CC:

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Deighton Pty Ltd, act on behalf of Aurecon in regard to securing suitable sites for installation and operation of telecommunications facilities as part of its telecommunications network.

The site has been identified as a suitable location for the facility. Telstra offers to enter into a lease with you under the terms and conditions as outlined below:

Lessee	Telstra Corporation Ltd ABN 3305 1775 556
Lessor	Full Name: Shire of Roebourne ABN: 83 812 049 708 Address: Lot 302 Bayly Avenue Gap Ridge WA 6714 Tel: (08) 9186 8636 Fax: (08) 9185 1626
Lessor's Solicitors	Name of Solicitor: Name of Firm: Address: Tel: Fax:
Land	Volume: LR3142 Folio: 719 Lot/DP DP41933
Type of Facility	Airport
Premises	New Facility
Access to Premises	30.06.14
Permitted Use:	Installation, inspection, maintenance, construction, excavation, replacement, repair, renewal, alteration, upgrade, cleaning, operation, access to and from and removal of the Facility on the Land in accordance with the Lease including the exercise of any rights as set out in the Telecommunications Act 1997
Term:	Ten (10) years
Options(s) Consecutive Lease(s)	2 x Five (5) year option.
Commencement Date	01.07.14
Rent Fee	\$15,000 plus GST per annum payable annually in advance
Rent Review	3% uplift per annum compounding
Payment of Rent/Licence Fee	On execution of lease
Legal and Other Costs	Telstra agrees to pay your legal costs for the negotiation and execution of the lease and reasonable disbursements to an amount not exceeding \$1000 unless such costs are required to be paid by the Lessor as is the case in the ACT.
Lease/Licence Documentation	It is proposed to use Telstra's standard CMTS Lease

	document with amendments as agreed prior to execution.
Mortgage and Mortgagee Details	You will need to provide the unconditional consent of the mortgagee to the Lease
GST	Unless otherwise stated, all amounts quoted in this Heads of Agreement are exclusive of GST.
Australian Standards	Telstra will install and operate the Facility in accordance with the relevant Australian Standards and Regulations.
Insurance	Telstra self-insures for property damage and has a global policy for public liability. The insurance arrangements applicable to this transaction are more fully set out in the attached <i>Lease/Licence</i> .
Existing Carrier (if any) Right of First Refusal	Not applicable
Easement for Services	Depending on final location an easement for services to the site may be required.
Telstra's Requirements	This offer is subject to: <ul style="list-style-type: none"> • Telstra's final approval • Council's Approval to the Development Application on Terms which are acceptable to Telstra.
High Impact Installation	It is acknowledged that the Facility is a high impact installation under the Telecommunications Act 1997 (Cth) (Act). Telstra will provide you with a waiver letter in accordance with clause 17(5) Division 5 Part 1 of Schedule 3 of the Act for you to sign and return.
Planning Authority Approvals	The Lessor hereby irrevocably consents to Telstra lodging all necessary applications for any relevant approvals with the relevant authorities and will provide all necessary assistance if required to facilitate obtaining of these approvals and consents.
Consent	The Lessor consents to the rights arising from this Heads of Agreement being secured by caveat and agrees to sign A Consent to Caveat promptly on Telstra's request.

Please confirm your acceptance of this offer by signing and dating the last page of the duplicate copy of this Heads of Agreement and returning it to us by email to srb@southwest.com.au.

If you have any questions in relation to this Heads of Agreement please do not hesitate to contact the undersigned on (08) 9530 1121 or 0447 372 555

Yours sincerely,

Steve Bruce
DIRECTOR

DEIGHTON PTY LTD

The *Lessor/Licensor* (or authorised representative) accepts the above terms and conditions.

DATE:

Executed by *name the party*

Signature of Director

Signature of Director/Secretary

Name

Name

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DIRECTOR

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DATE:

Executed by *name the party*

Signature of Director

Signature of Director/Secretary

Name

Name

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