



2 June 2021

Enquiries: – Mr Jeremy Rae
Ph. 08 9364 0287
Our Ref: ECM

Mr Tim Smith
President
Melville Bowling Club
592 Canning Highway
ALFRED COVE WA 6154

Dear Tim

MELVILLE BOWLING CLUB (INC) DEED OF LEASE – REQUEST FOR LESSOR'S CONSENT

Thank you for your letter dated 19 May 2021 seeking the City of Melville (as Lessor) written consent as detailed below:-

1. *In accordance with Clause 5.2(a)(i) the Lessee requests the Lessor's written consent authorising:*
 - (a) *The Lessee to sublet a purpose-built café restaurant to be constructed in the north eastern corner of the leased premises (as shown in the attached concept plans) to Dome Café or any other similar organisation or enterprise for a term or terms not exceeding the term of the Head Lease;*
 - (b) *The Lessee to sublet a portion or portions of the main building (as shown in the concept plan) to Bowls WA as their administration headquarters or any other community sporting or other association that may require accommodation for a term or terms not exceeding the Head Lease.*
2. *In accordance with Clause 5.4 and 14, the Lessee requests the Lessor's written consent and undertaking, authorising, approving and constructing as applicable:*
 - (a) *The Lessee to alter or erect the Premises as proposed in the attached concept plans;*
 - (b) *Approving in principle the concept plans as attached;*
 - (c) *Undertaking and constructing at the Lessor's costs an extension of the carpark on the eastern side of the Premises to provide access and parking for visitors to the proposed café restaurant; and*
 - (d) *Undertaking and constructing at the Lessor's cost and approving and granting the Lessee access to the Premises via a driveway on the western side of the Premises as depicted on the concept plan for the term of the Head Lease.*

The lease agreement provides under Clause 14 "Redevelopment" that both the City of Melville in its capacity as Lessor and the Melville Bowling Club (Inc) (Club) in its capacity as Lessee, acknowledge that the Lessee intends to redevelop the Premises and that both parties agree to meet and discuss the redevelopment proposal in good faith.

With both parties having met on 19 May 2021 to discuss the Club's architectural redevelopment concept plans, the City acknowledges that the Club requires the City's consents as Lessor in accordance with Clauses 5.2 (a), (i) (ii) and 5.4 of the Lease.

The City (as Lessor) provides its provisional consent under the lease so the Club can progress its sub-leasing arrangement, subject to the City providing final consent under Clause 5.2 (a) once it has received and reviewed the final draft sub-lease agreements from the Club. In addition, the City provides its provisional consent under the Clause 5.4 of the lease to carry out alterations to the Premises to realise the Club's redevelopment plans, subject to those plans receiving the necessary planning and licensing approvals from the relevant State Government assessing and approving agencies and the City's Planning and Building Services Department.

Prior to the City granting final consents under the lease as landowner the Club's final redevelopment proposal will need to be formally submitted in the form a Business Case which will require Council approval. The Club can then lodge its formal development application with the Western Australian Department of Planning for assessment and final determination by the Western Australian Planning Commission (WAPC).

Should you have any questions, please feel free to contact me personally or Jeremy Rae Strategic Property Executive on 9364 0287.

Yours sincerely



Marten Tieleman
Chief Executive Officer