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**Council Telecommunications Lease -
Optus**

**Premises: Part of Burnside Heights Recreation Reserve, 1 - 31 Freelands Drive,
Burnside Heights**

Melton Shire Council
and

Optus Mobile Pty Limited
ACN 054 365 696

[5863728: 17669736_6]

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Lease

Dated / /

This Lease is made on the date specified in Item 1.

The Parties Agree

1. Definitions

In this Lease, unless expressed or implied to the contrary:

ACMA means the Australian Communications and Media Authority and any body that succeeds ACMA or takes over its functions.

Act means the *Telecommunications Act 1997*(Cth).

Additional Clauses means the clauses (if any) specified in Annexure A.

Antenna Area means the area marked as "Optus Antenna Licence Area" on the Plan, subject to Additional Clause 3.4.

Break Date means each of the following dates:

- (a) the date that is 15 years before the Expiry Date; and
- (b) the date that is 10 years before the Expiry Date; and
- (c) the date that is 5 years before the Expiry Date.

Cabling Area means the area marked as "Oe" and "Optus Cable Licence Area" on the Plan, subject to clause 8.4.

Carrier means a carrier under and as defined in the Act.

Commencement Date means the date specified in Item 7.

Expiry Date means the date specified in Item 7A.

Interference means radio frequency, electrical, microwave or other such interference caused by the Tenant's Equipment operating outside frequencies licensed to the Tenant.

Item means an item in the Schedule.

Land means the land specified in Item 5.

Landlord means the Landlord specified in Item 2 and includes the Landlord's successors and assigns and where it is consistent with the context includes the Landlord's employees and agents.

Licensed Area means the Antenna Area and the Cabling Area.

Market Rent Review Date means the commencement date of any Further Term

Plan means the plans attached at Annexure B.

Permitted Use means constructing, maintaining and operating a telecommunications network and telecommunications service, including but not limited to installing, storing, operating, repairing, maintaining, altering, and replacing Tenant's Equipment consistent with the evolving nature of telecommunications services, in accordance with the terms of this Lease.

Premises means the land specified in Item 4 including any buildings on the land.

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

Rent means the amount specified in Item 8.

Schedule means the Schedule at the front of this Lease.

Tenant means the Tenant specified above and includes the Tenant's successors and assigns and where it is consistent with the context includes the Tenant's employees, agents, invitees and persons the Tenant allows on the Premises.

Tenant's Equipment means the Tenant's equipment shown on the plan attached at Annexure B, and any equipment installed by the Tenant on the Premises or in the Licensed Area in accordance with this Lease (excluding the Monopole referred to in Additional Clause 3 and the lights installed on the Monopole by the Tenant under Additional Clause 3.1, but, for the avoidance of doubt, including any equipment installed by the Tenant in the Licensed Area on the Monopole).

Term means the term specified in Item 6 and includes any extension or overholding.

Year means each year of this Lease specified in Item 8 (the first year commencing on the Commencement Date).

2. Lease

The Landlord leases the Premises to the Tenant for the Term starting on the Commencement Date subject to the Landlord giving notice of its intention to grant this Lease pursuant to Section 190 of the *Local Government Act 1989* and resolving to enter into this Lease pursuant to Section 223 of the *Local Government Act 1989* (if applicable).

3. Payments

3.1 Payment of Rent

The Tenant must pay Rent to the Landlord in accordance with Item 9.

3.2 Services

3.2.1 The Tenant must:

- (a) pay the relevant authority all charges for any services connected to the Premises (including electricity services); and

- (b) at its own cost, install a separate electricity meter to measure electricity consumed at the Premises in accordance with the Landlord's reasonable requirements.

3.2.2 The Landlord must allow the Tenant to connect the Premises to an electricity supply where the Tenant complies with the Landlord's reasonable directions (including making provision for and allowing connection to emergency back-up power)

3.3 Rates and Taxes

The Tenant must pay all rates, taxes (including land tax assessed on the basis that the Premises is the only land owned by the Landlord) and all other charges and levies separately assessed in connection with the Premises as a result of the granting of this Lease (**Rates and Taxes**). If the Rates and Taxes are not separately assessed for the Premises, the Tenant must pay or refund to the Landlord the proportion of the Rates and Taxes that the area of the Premises bears to the total area assessed within 14 days of receipt of a written notice from the Landlord.

3.4 Costs and duty to be paid by Tenant

The Tenant must pay to the Landlord within 30 days of demand:

- 3.4.1 the Landlord's reasonable costs for preparing, negotiating and finalising this Lease and any other document in connection with this Lease in an agreed sum of \$5,000 plus GST and disbursements;
- 3.4.2 stamp duty on this Lease (including penalties and fees other than penalties or fees due to the default of the Landlord) and any other document in connection with this Lease;
- 3.4.3 the Landlord's reasonable costs (acting in its capacity as Landlord and not as the responsible authority under the relevant planning scheme) in giving any consent (including consent under clause 21) or approval under this Lease;
- 3.4.4 the Landlord's reasonable costs (including charges on a solicitor-own client basis) incurred as a result of a breach of this Lease by the Tenant.

3.5 Costs to be paid by Landlord

The Landlord must pay to the Tenant within 30 days of demand the Tenant's reasonable costs (including charges on a solicitor-own client basis) incurred as a result of a breach of this Lease by the Landlord.

3.6 Interest on late payments

The Tenant must pay to the Landlord on demand interest at the rate per annum equal to the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)* on any money payable by the Tenant under this Lease and remaining unpaid for 30 days. Interest will be computed from the date on which such payment became due.

3.7 No deduction or right of set-off

The Tenant must pay all amounts due under this Lease to the Landlord without deduction or right of set-off.

4. GST

4.1 Definitions

In this clause:

4.1.1 words and expressions that are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law;

4.1.2 **GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

4.2 GST Exclusive

Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

4.3 Increase in Consideration

If GST is payable in respect of any supply made by a supplier under this Agreement (**GST Amount**), the recipient will pay to the supplier an amount equal to the GST payable on the supply.

4.4 Payment of GST

Subject to clause 4.5 the recipient will pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

4.5 Tax Invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 4.4.

4.6 Reimbursements

If this Agreement requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

4.6.1 the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and

4.6.2 if the payment or reimbursement is subject to GST, an amount equal to that GST.

4.7 Adjustment Events

If an adjustment event occurs in relation to a taxable supply under this Agreement:

4.7.1 the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and

4.7.2 any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

5. Repairs, alterations and damage

5.1 Repairs and maintenance

The Tenant must repair and maintain the Premises and keep the Premises in the same condition as they were in at the date the Tenant first entered occupation of the Premises, including repairing or replacing anything in the Premises which is damaged or destroyed except that the Tenant is not liable for:

5.1.1 fair wear and tear; or

5.1.2 repairing any damage to the extent it is caused or contributed to by the Landlord.

5.2 Failure to repair and maintain

If the Tenant does not carry out any repairs, maintenance or other works required to be undertaken by the Tenant under this Lease within a reasonable time (but not exceeding 30 days) of receiving written notice from the Landlord, the Landlord may enter the Premises to carry out such repairs, maintenance and works at any reasonable time after giving the Tenant reasonable notice. The cost of all such repairs, maintenance and works must be paid by the Tenant to the Landlord on demand. Notwithstanding the above, the Landlord may not enter Tenant's equipment shelter.

5.3 Notice of damage

The Tenant must give the Landlord prompt written notice of any material damage to the Premises or anything likely to be a risk to the Premises or any person in the Premises upon the Tenant becoming aware of any such damage or risk.

5.4 Alterations and works

The Tenant must obtain the prior written consent of the Landlord before carrying out any alterations or works on the Premises. The prior written consent of the Landlord is not required before the Tenant carries out any routine maintenance or emergency works.

6. Insurance

6.1 Insurances to be effected by the Tenant

The Tenant must maintain insurance (noting the interest of the Landlord) with an insurer for public liability for the amount of \$20 million concerning one single event.

6.2 Payment and production of policies

The Tenant must pay all insurance premiums by the due date for payment and produce to the Landlord copies of the certificate of currency on demand but not more than once annually.

6.3 Not invalidate policies

The Tenant must not knowingly do anything which makes any insurance effected by the Tenant or the Landlord invalid or which increases the insurance premiums. If the insurance premium increases, the Tenant must pay that increase to the extent such increase is solely attributable to the Tenant.

7. Use of Premises

7.1 Permitted Use

The Tenant must use the Premises for the Permitted Use and not use the Premises for any other purpose.

7.2 No warranty

The Landlord does not warrant that the Premises are suitable for any of the purposes or uses of the Tenant.

7.3 Compliance with laws

The Tenant must comply with all laws and any requirements of any authority (including the Landlord acting in its capacity as Council and not as the Landlord under this Lease) in connection with the Premises and the Tenant's use and occupation of the Premises. Nothing in this clause will require the Tenant to carry out any structural works unless structural works are required as a result of the Tenant's particular use of the Premises or the act or omission of the Tenant.

7.4 Nuisance

The Tenant must not do anything in connection with the Premises which may cause a nuisance, disturbance or interfere with any other person.

7.5 Licences and permits

The Tenant must maintain all licences and permits required for the Tenant's use of the Premises.

7.6 Signs

The Tenant must seek the prior written consent of the Landlord before displaying or affixing any signs, advertisements or notices to any part of the Premises except signs which are required by law.

7.7 Heavy equipment and inflammable substances

The Tenant must obtain the Landlord's prior written consent before bringing any heavy equipment or inflammable substances into the Premises except to the extent to which it is necessary or consistent with the use of the Premises.

8. Access to Premises and the Licensed Area

8.1 Access to the Premises

The Tenant is entitled to:

8.1.1 rights of ingress and egress across those parts of the Land which the Landlord reasonably directs from time to time, for the purposes of the Tenant accessing the Premises and the Licensed Area;

8.1.2 have access to the Premises and the Licensed Area for the purpose of repairing, maintaining, installing, testing, operating and removing the Tenant's Equipment; and

- 8.1.3 have access to the Premises and the Licensed Area 24 hours a day, 7 days a week so long as any access does not interfere with or impact on any activities of any users of any land surrounding the Premises.

8.2 Cabling Area

Subject to clauses 8.3 and 9, for the purpose of the operation of the Tenant's telecommunications network and telecommunications service, the Landlord will permit the Tenant to install, maintain, repair, replace and use above or below ground cabling in the Cabling Area where necessary, to construct supports for that cabling. In exercising its rights under this clause, the Tenant acknowledges that:

- 8.2.1 it must not cause any damage to the Premises or the Cabling Area or cause any interference with the Landlord;
- 8.2.2 to the extent it causes any damage, it must remediate that damage and make good the Land;
- 8.2.3 it must comply with the Landlord's reasonable directions in installing any electrical or other cables on the Cabling Area;
- 8.2.4 it is entitled to occupy the Cabling Area as a licensee only and is not entitled to exclusive possession of the Cabling Area;
- 8.2.5 the obligations of the Tenant in respect of the Premises equally apply to the Cabling Area (with the necessary changes to recognise the particular use of the Cabling Area under this clause 8.2); and
- 8.2.6 it must observe and comply with its obligations in respect of the Cabling Area (with the necessary changes to recognise the particular use of the Cabling Area under this clause 8.2) as if a reference to the 'Premises' in this Lease was a reference to the 'Cabling Area'.

8.3 Approval of the Landlord

Before exercising its rights under clause 8.2, the Tenant must notify the Landlord of its intention to exercise those rights and give the Landlord copies of all relevant plans, designs and specifications proposed by the Tenant in relation to the exercise of those rights.

8.4 Alternative cabling route

- 8.4.1 If the Tenant requires access to a cabling route that does not form part of the Cabling Area, the Landlord will not unreasonably withhold or delay its consent to varying the Cabling Area for these purposes.
- 8.4.2 The Landlord's reasonable costs incurred in connection with the preparation and negotiation of any document required to document a change of the Cabling Area for the purposes of this clause will be borne by the Tenant.

9. Installation of Tenant's Equipment

9.1 Requirements of installation

The Tenant must:

- 9.1.1 obtain the Landlord's prior written consent before installing any of the Tenant's Equipment on the Premises or the Licensed Area;

- 9.1.2 provide plans and specifications for the installation of the Tenant's Equipment in a form reasonably required by the Landlord for the Landlord's approval prior to carrying out any installation. The Landlord acknowledges that the plans and specifications attached in Annexure B have been approved;
- 9.1.3 comply with the Landlord's reasonable requirements as to the style, design, colour and measures to disguise any of the Tenant's Equipment which is visible from outside the Premises or the Licensed Area;
- 9.1.4 comply with the Landlord's reasonable requirements in installing the Tenant's Equipment on the Premises or the Licensed Area;
- 9.1.5 carry out all installation of the Tenant's Equipment in a proper and workmanlike manner and in accordance with all laws and requirements of any authority;
- 9.1.6 not materially deviate from any plans and specifications approved by the Landlord in respect of the installation of the Tenant's Equipment without the Landlord's consent; and
- 9.1.7 promptly repair any damage to the Land (or any improvements on the Land) which is caused or contributed to by the installation of the Tenant's Equipment.

9.2 Tenant's Equipment not a fixture

The parties acknowledge that the Tenant's Equipment does not constitute a fixture and at all times during the Term remains the property of the Tenant.

10. Release and indemnity

10.1 Release

The Tenant uses and occupies the Premises and the Licensed Area at its own risk and releases the Landlord from all claims resulting from:

- 10.1.1 any damage, loss, death or injury in connection with the Premises except to the extent caused or contributed to by the Landlord; and
- 10.1.2 any interference to the Tenant's Equipment caused or contributed to by any other occupant on the Land, other than the Landlord.

10.2 Indemnity

The Tenant must indemnify and hold harmless the Landlord against all claims resulting from any damage, loss death or injury in connection with:

- 10.2.1 the Premises and the use and the occupation of the Premises by the Tenant;
- 10.2.2 the Tenant's Equipment; and
- 10.2.3 the Land to the extent caused or contributed to by the Tenant's use or occupation of the Land,

except to the extent caused or contributed by the Landlord's negligence or wilful act or omission.

11. Assignment and sub-letting**11.1 Conditions of assignment and sub-letting**

Subject to clauses 11.2 and 11.3, the Tenant must not deal with its interest in the Premises including assigning this Lease to a new tenant, sub-leasing the Premises to a new tenant or granting any licence or any other right for any person to occupy the Premises without obtaining the prior written consent of the Landlord. The prior written consent of the Landlord will be granted if the Tenant:

- 11.1.1 requests the Landlord in writing to consent to the assignment of the Lease, sub-lease of the Premises, or licence of the Premises to a new tenant;
- 11.1.2 has remedied any breach of this Lease of which the Tenant has received with notice from the Landlord;
- 11.1.3 provides to the Landlord the name and address of the new tenant and proves to the Landlord's reasonable satisfaction that the new tenant is solvent and has the experience to conduct the business permitted by the Lease by providing at least 2 references as to the financial circumstances of the new tenant and at least 2 references as to the business experience of the new tenant;
- 11.1.4 executes and procures the new tenant to execute an assignment of lease or sub-lease (or other document as appropriate) in a form approved by the Landlord; and
- 11.1.5 pays the Landlord's reasonable costs in connection with approving the new tenant and the preparation, negotiation and stamping of any document required under this clause (regardless of whether the dealing proceeds or not).

11.2 Assignment to Related Body Corporate

The Tenant:

- 11.2.1 may assign this Lease without the Landlord's consent to a Related Body Corporate; and
- 11.2.2 must give written notice to the Landlord within 30 days following the assignment to the Related Body Corporate together with a deed in the form attached as Annexure C (**Deed**).

11.3 Subletting

Notwithstanding clause 11.1, the Tenant may sublet or grant a licence for any party to use any part of the Premises and the Licensed Area upon written notice (received by the Landlord within 7 days prior to any proposed subletting or the granting of any licence, provided that no notice is required in the event of a sublease or a licence to Vodafone Hutchison Australia Pty Ltd (ACN 096 304 620)) to the Landlord subject to:

- 11.3.1 any sublease expiring at least 1 day before the end of the Term;
- 11.3.2 any sublease or licence must contain a provision that provides that the sublease or licence ends automatically if this Lease ends for any reason whatsoever.

The Tenant acknowledges that the Landlord may charge any sublessee or licensee, other than Vodafone Hutchison Australia Pty Ltd (ACN 096 304 620), an access fee to gain entry to the Premises or the Licensed Area subject to any rights the sublessee or licensee may have under the Act.

12. Tenant's obligations at the end of this Lease

12.1 Tenant's obligations

At the end of this Lease, the Tenant must:

- 12.1.1 vacate the Premises and give them back to the Landlord in a condition consistent with the Tenant having complied with its obligations under this Lease; and
- 12.1.2 remove the Tenant's Equipment and make good any damage caused by its removal.

12.2 Tenant's property left in Premises

Anything left in the Premises on the date being two months after the end of this Lease will become the property of the Landlord and may be removed by the Landlord at the Tenant's cost and at the Tenant's risk.

12.3 Payment for Property Left in Premises

The Tenant:

- 12.3.1 acknowledges that the Landlord is not obliged to remove the Tenant's Equipment if the Tenant has not done so at the end of this Lease; and
- 12.3.2 must pay to the Landlord mesne profits equal to the Rent payable immediately before the expiration of this Lease for so long as any of the Tenant's Equipment remains on the Premises.

13. Landlord's rights and obligations

13.1 Quiet enjoyment

The Landlord must not interfere with the Tenant's occupation of the Premises except as provided by this Lease.

13.2 Dealing with the Premises

- 13.2.1 The Landlord may subdivide the Land or grant easements or other rights over the Land except where it will unreasonably interfere with the Tenant's rights under this Lease.
- 13.2.2 The Landlord will not grant any leases which are concurrent with, or superior to, the Lease, which would materially adversely affect the Tenant's rights under this Lease without the Tenant's prior consent, which must not be unreasonably withheld.

13.3 Landlord's consent

Where the Landlord is required to give its consent under this Lease (unless specified to the contrary), the Landlord must not unreasonably withhold or delay its consent but may give its consent subject to such conditions as the Landlord may reasonably determine.

14. Determination of Lease by the Landlord**14.1 Re-entry**

The Landlord may re-enter the Premises and determine this Lease if the Tenant breaches this Lease and does not remedy the breach within a reasonable time not being less than 30 days of receipt of written notice from the Landlord.

14.1.1 any part of the Rent is in arrears for 30 days after a receipt of a written notice from the Landlord (no common law demand for rent is required); or

14.1.2 the Tenant breaches this Lease and does not remedy the breach within 30 days of receipt of written notice from the Landlord.

14.2 Damages following determination

If this Lease is determined by the Landlord, the Tenant agrees to compensate the Landlord for any loss or damage the Landlord suffers arising in connection with the Tenant's breach of this Lease including the loss of the benefit of the Tenant performing its obligations under this Lease up to the expiration of the Term. The Landlord must use reasonable endeavours to mitigate its loss.

14.3 Essential terms

The essential terms of this Lease are clauses 3.1, 3.2, 5.1, 6.1, 7.1 and 12.1. The breach of an essential term is a repudiation of this Lease.

15. Determination of Lease by the Tenant**15.1 Tenant's right to terminate**

The Tenant may by 4 weeks written notice to the Landlord terminate this Lease if:

15.1.1 the Tenant's Carrier's licence under the Act is terminated not due to the act or default of the Tenant and for reasons beyond the Tenant's control;

15.1.2 the Tenant is unable to obtain or renew its Carrier's licence except on terms which are acceptable to the Tenant in its absolute and unfettered discretion; or

15.1.3 the Tenant's ability to use the Premises or the Licensed Area is materially adversely affected by radio, physical or other interference as determined by an independent expert appointed by the Tenant and approved by the Landlord (the Landlord must not unreasonably withhold its approval to the independent expert appointed by the Tenant);

15.1.4 the Landlord commits a breach of a material obligation and has not remedied that breach within a reasonable period of notice from the Lessee having regard to the nature of the breach;

15.1.5 the Landlord breaches an obligation under clause 13.2 (b);

15.1.6 any application to a government authority for a required consent or permit for the installation and use of the Premises as part of a telecommunications network and telecommunications service is granted to the Tenant with conditions unacceptable to it in its absolute and unfettered discretion or is finally rejected or is cancelled,

lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained; or

- 15.1.7 the Premises are damaged or destroyed or if there is interruption to access to the Premises so as to render the Premises or any part of the Premises wholly or substantially unfit for the occupation or use of the Tenant or inaccessible by any means of access.

15.2 Termination on Break Date

If the Tenant gives the Landlord at least 3 months prior written notice (time is of the essence) that it wishes to end the Term on a Break Date stated in the notice, that Break Date becomes the date that this Lease is terminated.

15.3 Neither party liable

On and from the date of the termination of this Lease by the Tenant, neither party has any further obligations under this Lease. Nothing in this clause releases either party from any obligations that have arisen under this Lease prior to the date of the termination of this Lease.

15.4 No refund of Rent

The Tenant acknowledges that if it terminates this Lease pursuant to clause 15, it is not entitled to a refund of any Rent paid in advance to the Landlord.

15.5 Tenant's continuing obligations

The Tenant must continue to pay the Landlord the Rent and otherwise observe and comply with its obligations under this Lease for so long as the Tenant's Equipment is on the Premises despite the Tenant having terminated this Lease pursuant to the terms of this Lease.

15.6 Additional Right of Termination

15.6.1 Subject to clause 15.6.2, the Tenant may terminate the Lease by notice in writing to the Landlord served at any time between the first and second anniversary of the Commencement Date. The Tenant will not be entitled to any refund of prepaid Rent in the event of the Landlord exercising its right under clause 15.6.1.

15.6.2 If the Tenant exercises its right under clause 15.6.1, the Tenant must comply with its obligations under clause 12.

16. Destruction or damage of Premises

16.1 Reduction in Rent

If the Premises, or any part of the Premises are destroyed or damaged to the extent that the Tenant cannot use or the Tenant is unable to access the Premises, then the Landlord will reduce the Rent by a reasonable amount depending upon the nature and extent of destruction or damage or lack of access until the Tenant can use or have access to the Premises, subject to clause 16.3.

16.2 Reinstatement of Premises

If the Premises, or any part of the Premises are destroyed or damaged subject to clause 16.3, the Tenant may by written notice to the Landlord terminate this Lease if the Landlord

has not reinstated the Premises within 30 days of receipt of written notice from the Tenant requiring the Landlord to reinstate the Premises.

16.3 No reduction or termination

The Rent will not be reduced and the Tenant is not entitled to terminate this Lease if:

- 16.3.1 the Tenant has caused or contributed to the destruction or damage to the Premises; or
- 16.3.2 the Landlord is not entitled to receipt of insurance money under any policy of insurance for the Premises due to any act or omission of the Tenant or because the Tenant caused or contributed to the destruction or damage of the Premises.

16.4 No reinstatement

Providing the Landlord is not the cause of, or does not contribute to, any damage or destruction of the Premises, the Landlord is not liable to reinstate the Premises despite anything to the contrary in this Lease.

17. Non interference with Tenant's use of the Premises

17.1 Not to cause interference

The Landlord must use reasonable endeavours not to knowingly do anything on the Land or grant a right for any third party to occupy or use the Land in a manner which is likely cause materially adverse physical or radio interference with the Tenant's Equipment.

17.2 Removal of Interference

The Landlord must, to the extent that it is within its power to do so, use reasonable endeavours to :

- 17.2.1 remove the interference (where the Landlord has caused the interference); or
- 17.2.2 demand a third party to remove the interference,

to the Tenant's Equipment, where the Tenant proves to the Landlord's satisfaction that the interference is caused by the Landlord or a third party, who has been granted a right by the Landlord to occupy or use the Land.

17.3 Clause not apply to certain persons

Clauses 17.1 and 17.2 do not apply to any interference to the Tenant's Equipment caused by:

- 17.3.1 any existing occupant of the Land or its successors or assigns;
- 17.3.2 any person who enters the Land after the date that the Tenant entered occupation of the Premises but uses the Land in the same or substantially the same manner as an occupant of the Land at the date the Tenant entered occupation of the Premises;
- 17.3.3 any licensed Carrier under the Act;
- 17.3.4 the Landlord acting in its capacity as the responsible authority under the relevant planning scheme or any relevant statute; or

17.3.5 any person or authority permitted or entitled to use or occupy any part of the Land including but not limited to:

- (a) pursuant to any statute, law, regulation or the order of any court, tribunal or other body exercising lawful authority;
- (b) pursuant to any easement or right of way; or
- (c) by way of long user or adverse possession,

17.4 Landlord not liable

The Tenant acknowledges:

17.4.1 that if the Landlord breaches clause 17.1, the Tenant's only remedy against the Landlord is to require the Landlord to comply with clause 17.2 or terminate under clause 15.1.3; and

17.4.2 the Landlord is not liable for any loss, damage, costs, expenses, loss of profits or loss of business of the Tenant due to any breach of clause 17.1 and releases the Landlord from all such claims.

18. Overholding

If the Tenant continues in occupation of the Premises after the end of the Term, without objection by the Landlord:

- 18.1 the Tenant occupies the Premises subject to the same terms and conditions as contained in this Lease;
- 18.2 the Landlord or the Tenant may end this Lease during any period of overholding by giving 12 months written notice to the other party expiring at any time; and
- 18.3 the Rent on and from the date of commencement of any overholding will be increased in accordance with Item 8 of the Schedule.

19. Electromagnetic Interference

If the Landlord or any other person in the vicinity of the Premises experiences Interference with their electrical or electronic equipment, the Landlord may immediately notify the Tenant of the Interference and the following provisions will apply:

- 19.1 the Tenant must, within 14 days of receipt of the Landlord's notice, determine whether the Tenant's Equipment is the cause of the Interference and notify the Landlord of its determination;
- 19.2 if the Tenant determines that such interference is caused by the Tenant's Equipment it must immediately cease operation of the Tenant's Equipment until such interference is remedied and the Tenant must indemnify the Landlord for any loss, damage or claim arising from the Interference;
- 19.3 if the Tenant determines that the Interference is not caused by the Tenant's Equipment, it must immediately notify the Landlord of such determination;

- 19.4 if the Landlord disagrees with the Tenant's determination under clause 19.3, the Landlord may refer the matter to an independent expert (**Expert**) approved by the Tenant, such approval not to be unreasonably withheld or delayed and if the Tenant does not object to the Expert within 30 days of being notified in writing by the Landlord, the Tenant will be deemed to have accepted the Expert 'for its determination'.
- 19.5 if the Expert determines that the Interference is caused by the Tenant the Tenant must immediately cease operation of the Tenant's Equipment until such interference is remedied and the Tenant must indemnify the Landlord for any loss, damage or claim arising from the Interference; and
- 19.6 if the Tenant fails to stop the Interference within 14 days of the determination, the Landlord may determine this Lease immediately by giving written notice to the Tenant and take such action as is necessary to prevent the Interference caused by the Tenant's Equipment.
- 19.7 The Expert will act as an expert and not an arbitrator and its decision will be final and binding on the parties and the cost of the determination must be borne by the parties equally.

20. EMR audits

The Tenant must:

- 20.1 ensure that the level of electromagnetic radiation (**EMR**) emanating from the Tenant's Equipment is within the limits specified in Australian Standard AS/NZS 2772.1 (or any subsequent Australian Standard);
- 20.2 not used; and
- 20.3 reduce the level of EMR emanating from the Tenant's Equipment immediately in the event that the EMR exceeds the relevant Australian Standard (or any subsequent standard).

21. SPI AusNet

Not used.

22. Step-Up Rights

Not used.

23. Market Rent Review**23.1 Landlord's Notice**

Where under this Lease the Rent is to be reviewed to market, the Landlord may give a notice to the Tenant (**Landlord's Notice**) specifying the market rent from the relevant Market Rent Review Date. If the Landlord does not give a notice to the Tenant, the Tenant must continue to pay the Rent payable immediately prior to the relevant Market Rent Review Date.

23.2 Tenant's Objection

The market rent nominated by the Landlord in the preceding sub-clause will be the Rent which the Tenant must pay from the Market Rent Review Date, unless the Tenant gives a

written notice to the Landlord within 21 days of receipt of the Landlord's Notice (time is of the essence) objecting to the market rent specified by the Landlord.

23.3 Dispute Over Rent

If the Tenant objects to the Landlord's Notice within the time and manner specified in the preceding sub-clause, then the Rent must be determined by a valuer who is appointed by the parties jointly and where the parties cannot agree on a valuer within 14 days of the Landlord receiving the Tenant's notice under the preceding sub-clause, either party may request the President of the Australian Property Institute (Victorian Division) or its successor body, to appoint a valuer (Valuer).

23.4 Determination of Valuer

The parties must instruct the Valuer, appointed under the preceding sub-clause, to determine a market rent for the Premises from the Market Rent Review Date and in determining the market rent the Valuer must:

- 23.4.1 have regard to the terms of this Lease including the Permitted Use and assuming all of the Landlord's and Tenant's obligations have been fully performed;
- 23.4.2 disregard the value of the Tenant's Equipment;
- 23.4.3 determine a market rent which is not less than the Rent payable immediately prior to the Market Rent Review Date;
- 23.4.4 have regard to comparable rents charged to other Carriers providing public mobile telecommunications services from comparable locations in proximity to the Premises; and
- 23.4.5 determine a market rent on a GST exclusive basis.

In determining the Rent, the Valuer acts as an expert and not an arbitrator and the Valuer's decision is binding on the parties. The cost of a Valuer will be shared jointly by the parties.

23.5 Payment of Rent Pending Valuation

Until the Rent is agreed or has been determined by the Valuer, the Tenant must continue to pay to the Landlord the Rent payable immediately prior to the Market Rent Review Date. Within 30 days of the parties agreeing on the Rent, or the Valuer's determination of the Rent pursuant to the preceding sub-clause, the parties must make any necessary adjustments.

24. Powers of Carrier under legislation

Nothing in this Lease derogates from any rights, powers or immunities available to the Tenant or obligations owed by the Tenant under the Act, or any other legislation.

25. General

25.1 Notices

Any notice required to be served under this Lease must be in writing and must be served by post, by email or hand delivered to:

- 25.1.1 the Tenant at its address set out in this Lease, the Tenant's registered office address or the last known address of the Tenant; and
- 25.1.2 the Landlord at its address set out in this Lease or any other address notified in writing to the Tenant by the Landlord.

25.2 Time of service

A notice or other communication is deemed delivered:

- 25.2.1 if delivered personally or left at the person's address, upon delivery;
- 25.2.2 if posted within Australia to an Australian address:
- (a) using regular prepaid post or registered post, 6 Business Days after posting;
 - (b) using priority prepaid post or priority registered post, 4 Business Days after posting; and
 - (c) using express post, 2 Business Days after posting; and
- 25.2.3 if posted from a place to an address in a different country, 10 Business Days after posting;
- 25.2.4 if delivered by electronic mail, subject to clause 25.2.5, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient; and
- 25.2.5 if received after 5.00pm in the place it is received, or on a day which is not a business day in the place it is received, at 9.00am on the next business day.

25.3 Entire understanding

This Lease contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Lease and have no effect.

25.4 Waiver

If the Landlord accepts Rent or any other monies under this Lease (before or after the end of this Lease) or does not exercise or delays exercising any of the Landlord's rights under this Lease, it will not be a waiver of the breach of this Lease by the Tenant or of the Landlord's rights under this Lease.

26. Interpretation**26.1 Governing law and jurisdiction**

This Lease is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

26.2 Persons

In this Lease, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

26.3 Joint and several

If a party consists of more than one person, this Lease binds them jointly and each of them severally.

26.4 Legislation

In this Lease, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

26.5 Clauses and headings

In this Lease:

26.5.1 a reference to a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Lease; and

26.5.2 headings and sub-headings are inserted for ease of reference only and do not effect the interpretation of this Lease.

26.6 Severance

In this Lease:

26.6.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

26.6.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Lease.

26.7 Number and gender

In this Lease, a reference to:

26.7.1 the singular includes the plural and vice versa; and

26.7.2 a gender includes the other genders.

26.8 Exclusions

Section 144 of the *Property Law Act 1958* (Vic) is expressly excluded from the operation of this Lease.

26.9 Additional Clauses

This Lease is subject to the Additional Clauses. The Additional Clauses override any inconsistent provisions in this Lease.

Execution Page

Executed as a deed by the parties on the date specified in Item 1.

THE COMMON SEAL of MELTON SHIRE)
COUNCIL was hereunto affixed in the)
presence of:)

..... Councillor

..... Chief Executive Officer

SIGNED SEALED AND DELIVERED by)
OPTUS MOBILE PTY LTD ACN 054 365 696)
by its attorney the Company Secretary)
pursuant to Power of Attorney dated 7 August
1998 in the presence of :

.....
Witness

.....
Company secretary

.....
Full name

.....
Full name



Maddocks

Annexure A

Additional Clauses

1. **Local Government Act 1989**

The Lease is entered into pursuant to section 190 of the *Local Government Act 1989*.

2. **Planning Permit**

2.1 For the purposes of this Additional Clause 2:

Planning Permit means the planning permit number 2014/4456 issued by the Landlord in its capacity as responsible authority under the Melton Planning Scheme, and any extension of that permit, a copy of which is attached at Annexure D.

2.2 Without limiting any of the Tenant's other obligations under this Lease, the Tenant must comply with the conditions of the Planning Permit.

2.3 Where a condition in the Planning Permit is inconsistent with any provision in this Lease, the condition in the Planning Permit overrides the inconsistent provision(s) in the Lease.

2.4 Without prejudice to the Landlord's rights under this Lease, if the Tenant breaches this Additional Clause 2, and fails to remedy the breach within 30 days of receipt of written notice from the Landlord, the Landlord may carry out any required works or do anything else reasonably necessary to rectify the breach at the cost and expense of the Tenant.

2.5 The Tenant acknowledges that this Additional Clause 2 constitutes an essential term of this Lease and a breach of this Additional Clause 2 constitutes a repudiation of this Lease.

3. **Pole replacement**

3.1 **Timing of pole replacement**

The Tenant:

3.1.1 acknowledges that the existing light pole on the Land (and which is located on or in close proximity to the Licensed Area) (**Light Pole**) is the property of the Landlord;

3.1.2 must not remove the Light Pole without the Landlord's prior written consent;

3.1.3 must ensure that the Light Pole is removed and replaced with the new monopole as shown on the Plan (**Monopole**) at such time as determined by the Landlord, having regard to the requirements of the users of the adjacent sporting ground;

3.1.4 must within 21 days from the date of construction commencement date as nominated by the Tenant, ensure that the Light Pole is removed, the Monopole is erected and the lights on the Monopole are installed, provided that such works must only be carried out between 1 October 2017 ~~October 2016~~ and 1 April 2018 ~~April 2017~~;

3.1.5 must leave the Light Pole in such location on the Land as reasonably required by the Landlord;

3.1.6 must permit the Landlord (or anyone authorised by the Landlord) to inspect the lights prior to being positioned on the Monopole;

- 3.1.7 must replace and reposition the lights on the Monopole at the same height as the lights were located on the Light Pole;
- 3.1.8 must ensure that the lights placed on the Monopole are tested and correctly positioned for use by the users of the adjacent sporting ground;
- 3.1.9 must ensure that the lights placed on the Monopole provide lighting levels to the adjacent sporting grounds (**Sporting Grounds**) that are not less than the lighting levels achieved from the existing lights located on the Light Pole, and for this purpose the Tenant must:
- (a) before removing the Light Pole, undertake a lux test to determine the lighting levels achieved from the lights on the Light Pole to the Sporting Grounds;
 - (b) after installing the new lights on the Monopole, undertake a lux test to determine the lighting levels achieved from the new lights to the Sporting Grounds;
 - (c) ensure that the tests in (a) and (b) are conducted in accordance with best industry practice for the purpose of comparing lighting levels to areas in the nature of the Sporting Grounds;
 - (d) provide to the Landlord a written report on the results of the tests set out in this Additional Clause, including such details and supporting documentation as the Landlord reasonably requests; and
 - (e) if necessary, upgrade the lights installed on the Monopole until the lighting levels comply with the requirements of this Additional Clause.
- 3.1.10 must permit the Landlord (or anyone authorised by the Landlord) to inspect the operation of the lights on the Monopole and make any necessary adjustments required by the Landlord prior to affixing the Tenant's Equipment to the Monopole provided that there is no unnecessary delay in the Landlord inspecting the lights and requesting any necessary adjustments;
- 3.1.11 must connect a separate electricity supply to the Monopole for the Tenant's Equipment; and
- 3.1.12 must carry out all works specified in this clause in accordance with:
- (a) clause 9.1 of this lease; and
 - (b) all laws and regulations.
- 3.1.13 The Landlord acknowledges that the Tenant is not required to bear the cost of any new lights to be installed on the Monopole, except if the Tenant damages any of the lights.

3.2 Landlord's consent to Monopole

The Landlord consents to the Tenant removing the Light Pole and replacing it with the Monopole, subject to the Tenant complying with the obligations in Additional Clause 3.1

3.3 Maintenance of lights on Monopole

The Tenant:

- 3.3.1 agrees that the Landlord may remove, adjust or repair the lights on the Monopole, including replacing globes (**Light Works**), provided that the Landlord gives the Tenant at least 10 business days' notice in the event of scheduled Light Works, and such amount of notice as is reasonable in the circumstances in the event of emergency Light Works (**Light Works Notice**). Notice under this Additional Clause 3.3.1 must be given by calling the Tenant on 1300 555 852 during business hours or 1300 300 332 outside business hours, or (for scheduled Light Works only) by sending an email to optus.planned.events@optus.net.au, or as otherwise notified by the Tenant to the Landlord from time to time;
- 3.3.2 must, where the Landlord gives the Tenant the Light Works Notice pursuant to Additional Clause 3.3.1, switch off the power to the Tenant's Equipment for a period of at least 2 hours at the time specified by the Landlord in the Light Works Notice;
- 3.3.3 warrants that the Landlord exercising care and diligence and observing the terms of this Lease (including, for the avoidance of doubt, giving the Tenant the Light Works Notice) may attend to the Light Works safely and free of any danger from the Tenant's Equipment, so long as any person carrying out the Light Works does not transgress beyond the position on the Monopole where the Light Works are to be undertaken;
- 3.3.4 warrants that where the Landlord gives the Tenant the Light Works Notice, during the 2 hour timeframe referred to in Additional Clause 3.3.2, the Tenant's Equipment does not emit any electromagnetic radiation or emissions and any person attending to the Light Works will not be exposed to any danger from the Tenant's Equipment, including electromagnetic radiation and emissions.
- 3.3.5 indemnifies the Landlord and its employees, agents and contractors for any loss, damage, cost or expense to person or property that occurs during the carrying out of the Light Works due to the Tenant's Equipment, including any electromagnetic radiation emitting from the Tenant's Equipment, except to the extent caused by the negligence, act or omission of the Landlord, its employees, agents and contractors, and provided that the Landlord has given the Tenant the Light Works Notice.
- 3.3.6 The Landlord agrees that it will not carry out the Light Works unless the Tenant's Equipment is switched off in accordance with Additional Clause 3.3.2.
- 3.4 **Other equipment on Monopole**
- 3.4.1 The Tenant must not place, or permit to be placed on the Monopole any equipment which interferes with or impedes the light globes on the Monopole, or restricts the ability to carry out the Light Works.
- 3.4.2 The Landlord grants to the Tenant during the Term the exclusive right to affix Tenant's Equipment to the Monopole in the Antenna Area.
- 3.4.3 If the Tenant requires use of a part of the Monopole that does not form part of the Antenna Area, the Landlord's consent will be required to vary the Antenna Area for this purpose, which consent may be given, withheld or conditioned (including by the imposition of an additional fee) as the Landlord considers appropriate in its absolute and unfettered discretion.
- 3.4.4 The Landlord's reasonable costs incurred in connection with the preparation and negotiation of any document required to document a change of the Antenna Area for the purposes of this clause will be borne by the Tenant.
- 3.4.5 The Landlord and the Tenant may each exercise all of their respective rights under the Lease and must observe all of their respective obligations under the Lease

concerning the Antenna Area and the Tenant's Equipment in the Antenna Area as if the Antenna Area were part of the Premises.

3.5 Damage to lights

The Tenant indemnifies the Landlord for any loss or damage to the lights on the Monopole to the extent caused by the Tenant.

3.6 Ownership of Monopole

The Tenant acknowledges that:

3.6.1 upon completion of installation of the Monopole, the Monopole will become and remain the property of the Landlord, and the Tenant does not own or have any interest in the Monopole, except as licensee under this Lease; and

3.6.2 the Tenant must not remove or replace the Monopole except as specified in Additional Clause 3.7.

3.7 Reinstatement

The Tenant must ask for the Landlord's written direction, not later than 3 months before the expiry of this Lease (or immediately if this Lease is terminated for any reason), as to whether the Landlord requires the Tenant to either:

3.7.1 leave the Monopole on the Premises; or

3.7.2 remove the Monopole and reinstate the Light Pole in accordance with the Landlord's reasonable requirements,

and the Tenant must comply with such direction given by the Landlord.

3.8 Breach by Tenant

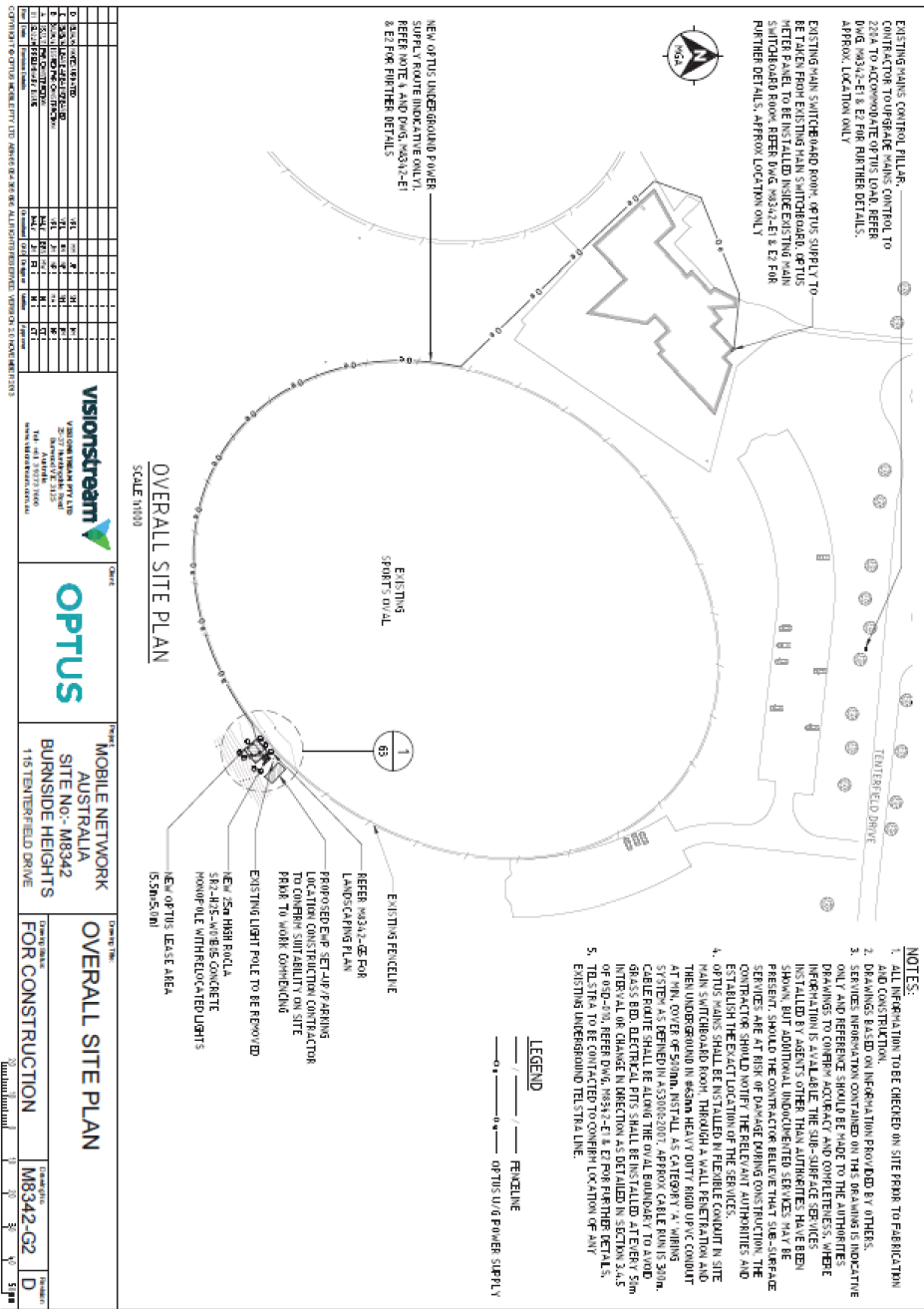
Without prejudice to the Landlord's rights under this Lease, if the Tenant breaches this Additional Clause 3, and fails to remedy the breach within 14 days of receipt of written notice from the Landlord, the Landlord may carry out any required works or do anything else reasonably necessary to rectify the breach at the cost and expense of the Tenant.

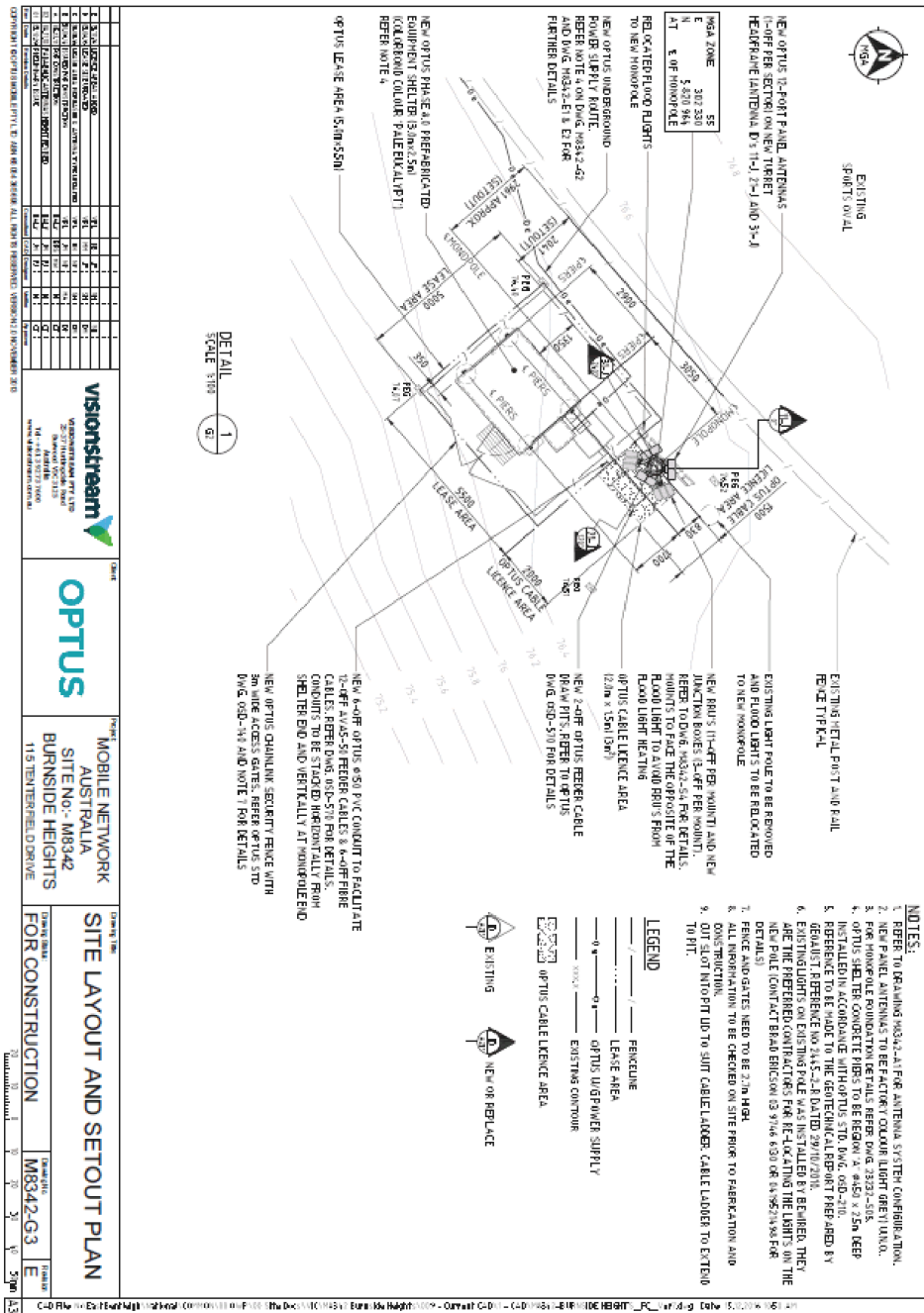
3.9 Essential Term

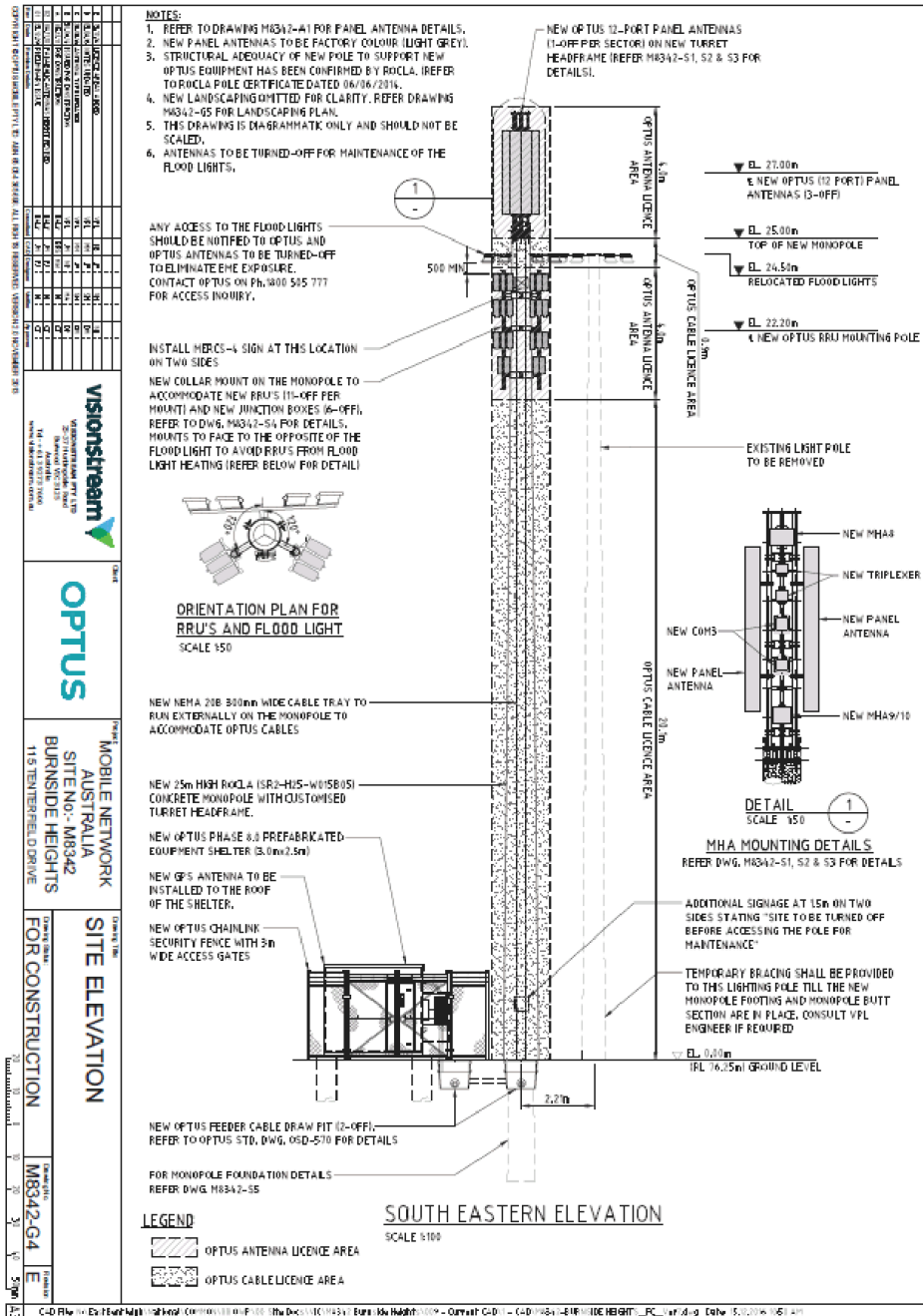
The Tenant acknowledges that this Additional Clause 3 constitutes an essential term of this Lease and a breach of this Additional Clause 3 constitutes a repudiation of this Lease.

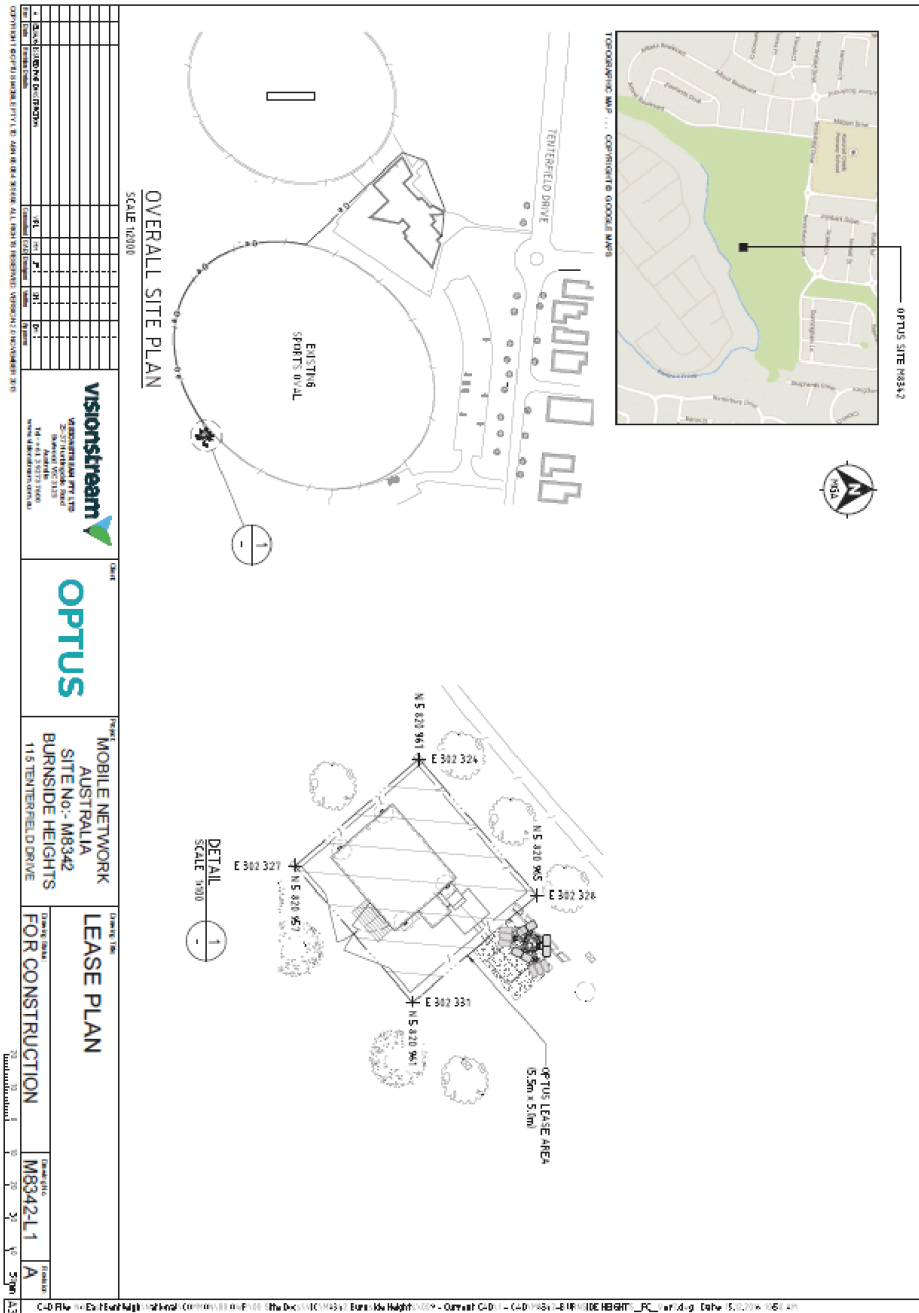
Annexure B

Plans of Premises, Licensed Area and Tenant's Equipment









Operative provisions

1. ##insert details covenants
- 1.1 ##insert details covenants with the Landlord to at all times on and from the Transfer Date to:
 - 1.1.1 pay the rent at the times and in the manner provided in the Lease; and
 - 1.1.2 observe and perform Optus' covenants in the Lease.
- 1.2 ##insert details covenants to pay the Landlord's reasonable legal costs in connection with the preparation and execution of this Deed and any stamp duty payable in respect of this Deed.
- 1.3 ##insert details acknowledges that the terms of the Lease apply to and govern ##insert details occupation of the Premises.

Executed by the parties [as a Deed]

THE COMMON SEAL of ## ACN ## was)
affixed to this document in the presence of:)
)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director (print) name

.....
Name of Director/Secretary (print)

Annexure D

Planning Permit

A Proud Community Growing Together



Our Reference: PA2014/4456

29 December 2014

Optus Mobile Pty Ltd
C/- Visionstream Pty Ltd
PO Box 4087
MCKINNON VIC 3204



Dear Sir/Madam

Application for a Planning Permit

No.: PA2014/4456
Land: 115 Tenterfield Drive Burnside Heights
Proposal: Use and development of the land for the purpose of a telecommunications facility comprising a 25-metre high monopole with associated antennae and an equipment shelter.

Please find enclosed a copy of the above permit, which has now been issued by Council.

Your attention is drawn to the conditions of the Permit, which you should read carefully. It is essential that all the Permit conditions be complied with at all times, as your permit may be audited for compliance with the conditions and details shown on the endorsed plans at any time. **Failure to comply with the permit conditions may result in enforcement action being undertaken.**

The reverse side details information about the Planning Permit and your appeal rights.

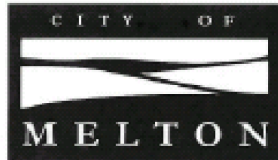
If you wish to discuss this matter further please contact me on 9747 7152.

Yours sincerely

Simon Temple
Principal Development Planner
End.

Civic Centre 232 High Street Melton VIC 3337	Civic Centre/Library 183-201 Caroline Springs Blvd Caroline Springs VIC 3023	Postal Address PO Box 21 Melton VIC 3337	P: 93 9747 7200 F: 93 9743 9970	DX 22000 Melton 939 22 862 223 888
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www.melton.vic.gov.au



Melton City Council
Civic Centre
232 High Street
MELTON VIC 3337
PO Box 21
MELTON VIC 3337
Phone 9747 7200
Fax 9743 9970

PA2014/4456
Melton Planning Scheme
Melton City Council

**PLANNING
PERMIT**

Permit No:
Planning Scheme:
Responsible Authority:

ADDRESS OF THE LAND:

Lot: S PS: 523286T, 115 Tenterfield Drive Burnside Heights

THE PERMIT ALLOWS:

Use and development of the land for the purpose of a telecommunications facility comprising a 25-metre high monopole (replacing an existing lighting pole) with associated antennae and an equipment shelter in accordance with the endorsed plans.

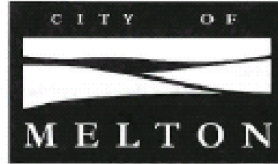
THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. The use and development as shown on the endorsed plans must not be altered or modified without the prior written consent of the Responsible Authority.
2. The facility must be designed and installed so that the maximum human exposure levels to radio frequency emissions comply with *Radiation Protection Standard – Maximum Exposure Levels to Radiofrequency Fields – 3kHz to 300 GHz*, Arpanasa, May 2002.
3. Within three (3) months of completion of the telecommunications facility hereby permitted, landscaping works as shown on the endorsed plans must be completed to the satisfaction of the Responsible Authority and must continue thereafter to be maintained to the satisfaction of the Responsible Authority including that any dead, diseased or damaged plants are to be replaced.
4. All existing works affected by the development works shall be reinstated at no cost and to the satisfaction of the Responsible Authority.
5. The Lux levels and direction of the new lights to be fixed to the proposed monopole must be maintained and comply with Australian Standard AS 2560.2.3-2007 Sports Lighting Part 2.3: Specific Applications-Lighting for Football (all Codes).
6. The exterior colour and materials of the facility and equipment shelter must be of a non-reflective nature and/or either painted or have a pre-painted finish in natural, muted toning (or such other colour that Responsible Authority at the request of the applicant approves) to the satisfaction of the Responsible Authority.
7. The use and development must be managed to the satisfaction of the Responsible Authority so that the amenity of the area is not detrimentally affected, through the:
 - (a) Transport of materials, goods or commodities to or from the land.

Page 1 of 2

Date issued: 29 December 2014

Signature of the
Responsible Authority:



Planning Permit PA2014/4456 Continued

- (b) Appearance of any building, works or materials.
 - (c) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.
 - (d) Presence of vermin.
8. Construction activities must be managed so that the amenity of the area is not detrimentally affected, through the:
- (a) Transport of materials, goods or commodities to or from the land.
 - (b) Inappropriate storage of any works or construction materials.
 - (c) Hours of construction activity.
 - (d) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste and storm water runoff, waste products, grit or oil.
 - (e) Presence of vermin.
9. Noise levels emanating from the proposed telecommunications facility must not exceed those required to be met under State Environment Protection Policy (Control of Noise from Commerce, Industry and Trade), No. N-1.
10. This permit will expire if one of the following circumstances applies:
- The development is not started within two years of the date of this permit.
 - The development is not completed and the use commenced within four years from the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires, or within six months afterwards.

Page 2 of 2

Date issued: 29 December 2014

Signature of the
Responsible Authority:

A handwritten signature in blue ink, appearing to be "S. J. ...", written over a horizontal line.

SITE ADDRESS
 1-21 PHEASANT DRIVE
 BURNBORO HEIGHTS VIC 3023

SITE LOCATION DATA

STREET CORNER	1 BURNBORO
EASTING	5 492 545
NORTHING	-27 737278
LONGITUDE	145 384444

NEW OPTUS MONOPOLE

- NEW OPTUS 25M HIGH DUCK MONOPOLE (250-400-ANTENNA) WITH NEW TOWER HEADFRAME
- REFER TO LOCAL TOWER OPERATOR DATED DOCUMENT FOR ANTENNA
- TOWER HEADFRAME DETAILS, ANTENNA HEIGHTS AND FEEDER CABLE SPANNERS SHALL BE DECIDED BY ACCORDANCE WITH THE 'OPTUS TOWER SPECIFICATIONS' (TSO1-ENH)
- ANTENNA MAINTENANCE ACCESS ARRANGEMENTS VIA LADDER AND STEP WALK WITH FALL ARREST SYSTEM PROVIDED ON MONOPOLE BY LOCAL GRID PROVIDER, ONLY
- REFER TO CONSULTANT'S GEOTECHNICAL INVESTIGATION REPORT FOR DETAILED CONDITIONS

EQUIPMENT SHELTER / FITOUT
 OPTUS PROVIDE A MANUFACTURED SHELTER (1810mm x 750mm AT GROUND LEVEL) TO BE CONCRETE ON CONCRETE FOUNDATION

TRANSMISSION
 THIS SITE SHALL BE LINKED TO THE NETWORK VIA OPTIC FIBRE

CONSTRUCTION SITE ACCESS
 ACCESS FROM TUNNICLIFFE DRIVE

EXISTING SITE HAZARDS

- NEW OR TRANSMITTING ANTENNAS
- WORKER AT HEIGHTS
- SLIP TRIP AND FALLS
- ELECTRICAL HAZARDS
- WEATHER / LIGHTNING
- SOIL PROSPECT
- WATER / PESTS

SITE SIGNAGE
 SITE SIGNAGE SHALL BE IN ACCORDANCE WITH GOVERNMENT REGULATIONS

EMF EXCLUSION ZONES

- REFER TO RADIO COMMUNICATIONS SITE MANAGEMENT PLAN (RCSMP) FOR LATEST EMF EXCLUSION ZONES FOR EXISTING AND PROPOSED ANTENNAS AT THIS SITE
- 1500 LIGHT TOWER NOTED TO OPTUS AND OPTUS ANTENNA TO BE TURNED OFF FOR ELIMINATE EMF EXPOSURE. CONSULT OPTUS ON 1800 263 777 FOR ACCESS INQUIRY

ELECTRICAL INSTALLATION AND SITE EARTHING
 REFER TO DRAWING M8342-E1 & E2 FOR THE ELECTRICAL SPECIFICATION NOTES AND SITE EARTHING DETAILS

GENERAL
 THE CONTRACTOR SHALL COMPLY WITH ALL THE RELEVANT SAFETY CONSTRUCTION STANDARDS AND SPECIFICATIONS.

MELTON PLANNING SCHEME
 This is the preferred name of the Planning Scheme.
 No. M8342-01-01-01-01-01
 Planning Authority: MELTON COUNCIL
 Date: 11/01/2017

MOBILE NETWORK AUSTRALIA
 SITE No.- M8342
 BURNBORO HEIGHTS
 141 PHEASANT DRIVE

SITE SPECIFICATIONS FOR CONSTRUCTION

M8342-01 B

