

Council

MT BARROW TELECOMMUNICATIONS LEASE AND ACCESS LICENCES PT LOT 500 AND PT LOT 273 DUCK ROAD MT BARKER

1. Craven Lea Lease Summary of Terms Mt Barrow Telco Tower
2. DBCA Lic Schedule Mt Barrow Telco Tower
3. NRAI Lic Schedule Mt Barrow Telco Tower
4. Pivotel Lic Schedule Mt Barrow Telco Tower

Meeting Date: 28 JULY 2026

Number of Pages: 9

Lease of rural land (radio communication site) (this “**Lease**”)

This Lease is made on 1 June 2025

between

Craven-Lea Pty Ltd ACN 008 770 527 of 234 Duck Road, Mount Barker, Western Australia, email: apickles@wn.com.au (the “**Landlord**”)

and

Shire of Plantagenet ABN 29 084 782 574 of Lowood Road, Mount Barker, Western Australia, email: emds@sop.wa.gov.au (the “**Tenant**”)

SUMMARY (NON-OPERATIVE)

- A. (**Lease**) the Landlord wishes to grant a lease of the Leased Land to the Tenant, and the Tenant agrees to accept this grant of lease for the Leased Land from the Landlord, under the terms of this Lease.
- B. (**Term**) this Lease will **commence on 1 July 2025** and will expire on 30 June 2035.
- C. (**Option**) the Tenant shall have the right to renew and extend this Lease **for one further 10 (ten) year** term.
- D. (**Rent**) the annual Rent payable under this Lease is **\$5,458** (five thousand four hundred and fifty eight) plus GST, payable by the Tenant **semi-annually in arrears**.
- E. The Rent will be **reviewed annually**, and increased, on a **CPI** basis.
- F. (**Use**) The Tenant’s use of the Leased Land during the Term is restricted to the Tenant’s, or the Tenant’s agents’ and licensees’ and sub-tenants’, construction, maintenance and operation of, and access to, the Telco Tower and the Telco Equipment.
- G. (**Insurances**) The Tenant will in respect of the Leased Land maintain and pay premiums for public liability insurance for \$20,000,000, and for workers’ compensation insurance. The Landlord will maintain and pay premiums for all-risk farm insurance covering all risks relating to the Leased Land.
- H. (**Community Benefit**) The Tenant wishes during the Term to provide access to and use of the Telco Tower and Telco Equipment to third parties via licence or sub-lease where such licences or sub-leases will, in the judgement of the Tenant, deliver Community Benefits to the Shire of Plantagenet and the Landlord agrees to all such licences or sub-leases.

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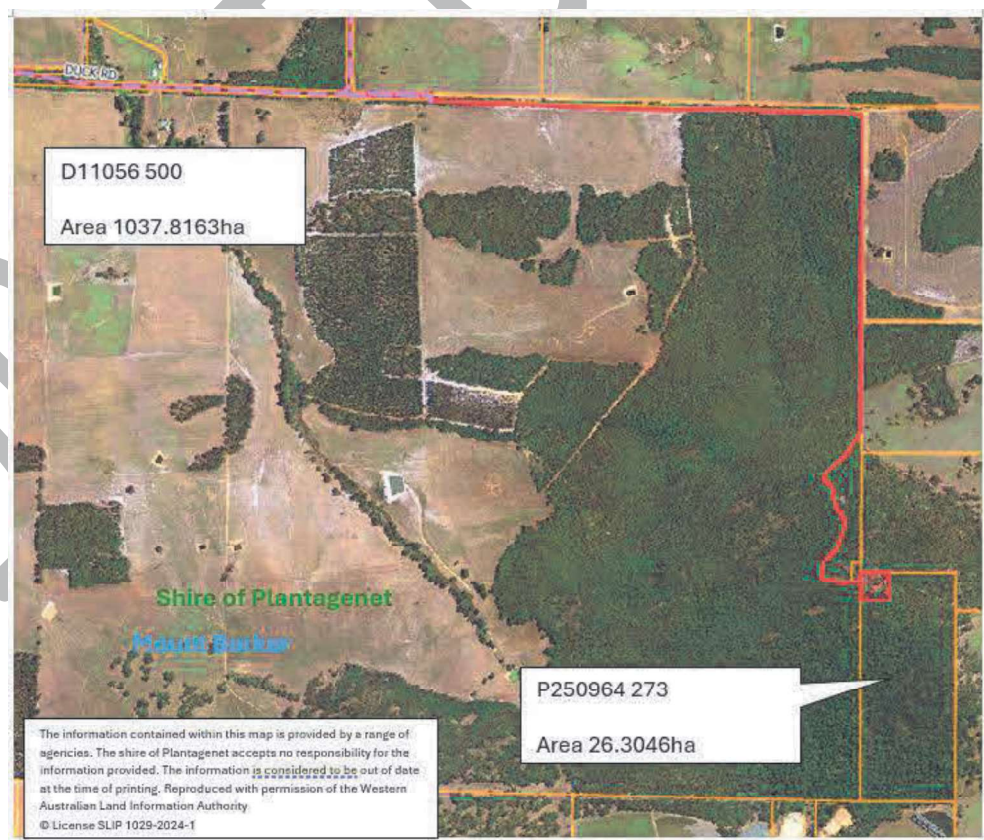
Item1 LAND AND EQUIPMENT

Land

Means those parts of each of Lot 500 and Lot 273 as shown in red hatch upon the Landgate map immediately below, approximated as:

- (a) that land within Lot 500 which extends approximately one kilometre east-west along the northern boundary of Lot 500 with a north-south width of 3 (three) metres and which enjoys egress/ingress to and from Duck Road, Mount Barker; and
- (b) that land shown in red hatch upon Lot 500 which extends approximately one kilometre north-south along the majority of the eastern boundary of Lot 500 with an east-west width of 3 (three) metres (distance from the Lot 500 boundary) and which abuts and provides immediate access to the north-western corner of Lot 273; and
- (c) that land within Lot 273 approximately one hectare in area and comprising the north-western corner of Lot 273, being accessible from Lot 500.

The total area of the Land is approximately 0.3 ha + 0.3 ha + 1.0 ha ~ 1.6 ha (one point six hectares).

Map**Access Track**

Means that part of the Land, with ingress and egress from and to Duck Road, Shire of Plantagenet, immediately adjacent to the northern and eastern boundaries of Lot 500.

Equipment

Means those [detailed description of Licensee's equipment which is to be located on the Tower or adjacent to the Tower] assessed necessary by the Licensee for its compliant operations and Permitted Purpose.

Item 2	TERM	Ten years, commencing on the Commencement Date and expiring on the tenth anniversary of the Commencement Date.
Item 3	FURTHER TERM	Nil.
Item 4	COMMENCEMENT DATE	The commencement date of the Lease.
Item 5	LICENCE CONSIDERATION	As directed and specified by the Licensors, the Licensee shall at its cost construct and maintain the Radio Repeater Building.
Item 6	PERMITTED PURPOSE	For the purposes of [brief description of the reasons/purposes for Licensee's use of Tower etc...], access to, use of and maintenance of the Tower; installation, use of and maintenance of the Equipment.
Item 7	PUBLIC LIABILITY INSURANCE	Twenty million dollars (\$20,000,000).
Item 9	ADDITIONAL TERMS, COVENANTS & CONDITIONS	

9.1 Electricity connection

- (a) The Parties acknowledge and agree that the Licensee will, to the extent necessary to power the Equipment and the Radio Repeater, at its cost install and connect a solar power electricity system in the immediate vicinity of the Tower ("**Renewable Power**").
- (b) The Licensee will be liable for, and pay for, all Renewable Power connection and installation costs.
- (c) The Licensee represents and warrants that the Renewable Power shall be

Item1 LAND AND EQUIPMENT

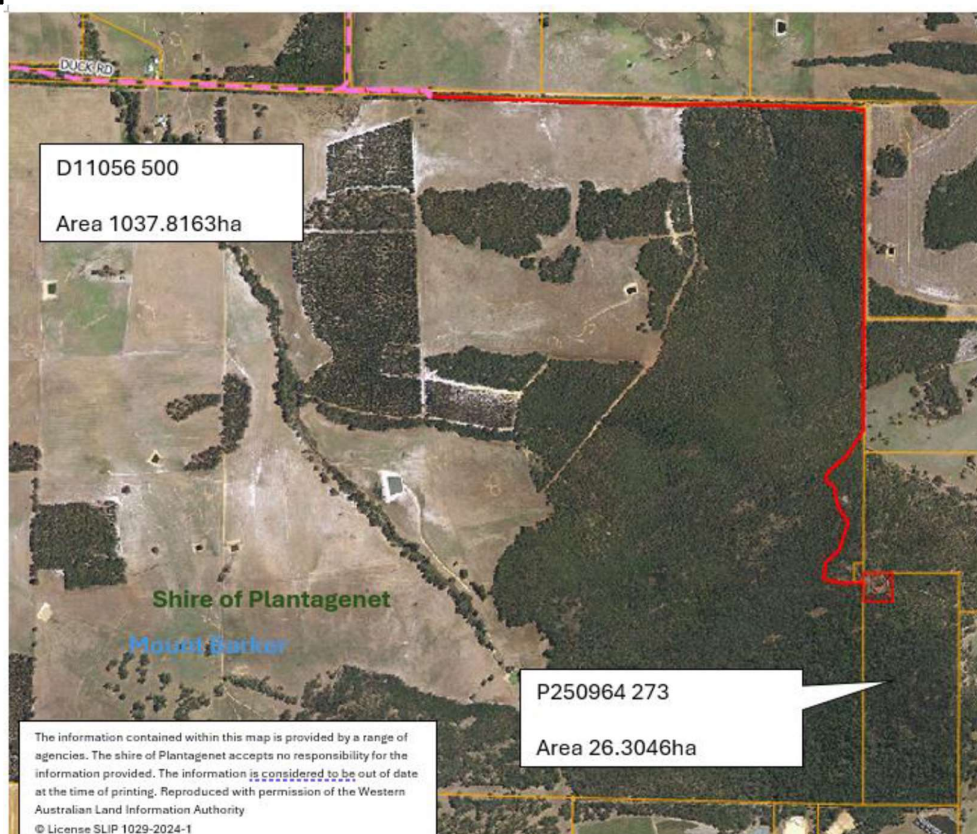
Land

Means those parts of each of Lot 500 and Lot 273 as shown in red hatch upon the Landgate map immediately below, approximated as:

- (a) that land within Lot 500 which extends approximately one kilometre east-west along the northern boundary of Lot 500 with a north-south width of 3 (three) metres and which enjoys egress/ingress to and from Duck Road, Mount Barker; and
- (b) that land shown in red hatch upon Lot 500 which extends approximately one kilometre north-south along the majority of the eastern boundary of Lot 500 with an east-west width of 3 (three) metres (distance from the Lot 500 boundary) and which abuts and provides immediate access to the north-western corner of Lot 273; and
- (c) that land within Lot 273 approximately one hectare in area and comprising the north-western corner of Lot 273, being accessible from Lot 500.

The total area of the Land is approximately 0.3 ha + 0.3 ha + 1.0 ha ~ 1.6 ha (one point six hectares).

Map



Access Track

Means that part of the Land, with ingress and egress from and to Duck Road, Shire of Plantagenet, immediately adjacent to the northern and eastern boundaries of Lot 500.

Equipment

Means those radio communication and telecommunication repeaters and associated sheds, electrical supply facilities, cabling, antennae, fences and other equipment and infrastructure assessed necessary by the Licensee for compliant operations and Permitted Purpose, being located upon the Land and upon or in the immediate vicinity of the Telco Tower, including:

- Antenna (on Mast)
- Coax Cable To Antenna (on Mast)
- Transportable Comms Hut (Shelter)
- Comms Rack (To Hold Equipment)
- UHF Repeater System
- UHF Diplexer Unit
- 200Ah Battery
- Solar Regulator
- Solar Panel/s (Mounted On Hut)

Item 2 TERM

Five years, commencing on the Commencement Date and expiring on 31 December 2031.

Item 3 FURTHER TERM

Commencing on 1 January 2032 and expiring on 31 December 2036.

Item 4 COMMENCEMENT DATE
1 January 2026.

Item 5 LICENCE FEE

\$10 per annum (exclusive of GST) and payable upon Licensor issuing a GST invoice.

Item 6 PERMITTED PURPOSE

For the purposes of Providing the Community with a A FREE to Air UHF CB Repeater System, in order to extend the coverage of UHF CB Communications in and around Mount Barker and the surrounding area, access to, use of and maintenance of the Tower; installation, use of and maintenance of the Equipment.

Item 7 PUBLIC LIABILITY INSURANCE

Twenty million dollars (\$20,000,000).

Item 8 LICENCE FEE REVIEW DATES

Not applicable.

Item 9 ADDITIONAL TERMS, COVENANTS & CONDITIONS

9.1 Electricity connection

- (1) The Parties acknowledge and agree that the Licensee will, strictly limited to the extent necessary to power the Equipment, at its cost install and connect local and renewable electricity generation in the immediate vicinity of the Tower ("**Renewable Power**").
- (2) The Licensee will be liable for, and pay for, all Renewable Power connection and installation costs.

9.2 Tower and Equipment

The Parties acknowledge and agree that:

- (a) the Tower shall be and remain the property of the Licensor, notwithstanding that some parts of the Equipment may be or may become affixed to the Tower;
- (b) the Licensee shall be responsible for maintenance and repair of the both the Tower and the Equipment;
- (c) the Licensor shall not be liable in any respect for the Tower or the Equipment or any damage or loss thereof howsoever occurring; and
- (d) upon Termination of this License, the Licensee shall, at its cost, remove the Equipment and restore the Tower to a condition consistent with the state of the Tower at the Commencement Date and in accordance with clause **19**.

9.3 Termination by Licensee

If at any time during the Term:

- (a) an application for a permit, licence or other authority permitting the Licensee to lawfully carry on the Permitted Purpose is rejected by the issuing authority and there is no reasonable prospect of

Schedule

Item1 Land and Telco Equipment

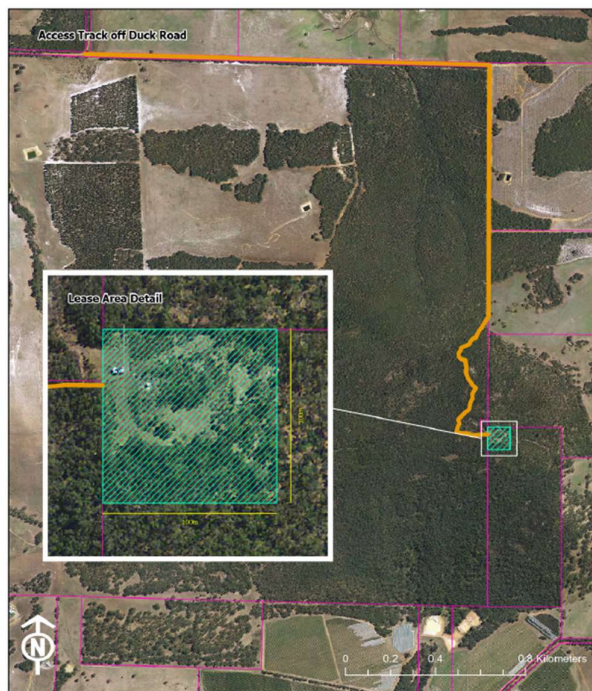
Land

Means those parts of each of Lot 500 and Lot 273 as shown in solid orange and green hatch upon the map immediately below, approximated as:

- (a) that land within Lot 500 which extends approximately one kilometre east-west along the northern boundary of Lot 500 with a north-south width of 3 (three) metres and which enjoys egress/ingress to and from Duck Road, Mount Barker; and
- (b) that land shown in red hatch upon Lot 500 which extends approximately one kilometre north-south along the majority of the eastern boundary of Lot 500 with an east-west width of 3 (three) metres (distance from the Lot 500 boundary) and which abuts and provides immediate access to the north-western corner of Lot 273; and
- (c) that land within Lot 273 approximately one hectare in area and comprising the north-western corner of Lot 273, being accessible from Lot 500.

The total area of the Land is approximately 0.3 ha + 0.3 ha + 1.0 ha ~ 1.6 ha (one point six hectares).

MAP



Mount Barrow Telecommunication Tower

Please note that the highlighted areas and dimensions shown on this map are indicative only and have been prepared for planning and conceptual purposes. Final locations, boundaries, extents, and set-out requirements will need to be confirmed by a detailed site survey prior to any on-ground works, construction, fencing, or revegetation activities commencing.

Access Track

Means that part of the Land, with ingress and egress from and to Duck Road, Shire of Plantagenet, immediately adjacent to the northern and eastern boundaries of Lot 500.

Telco Equipment

Means those radio communication and telecommunication repeaters and associated sheds, electrical supply facilities, cabling, antennae, fences and other equipment and infrastructure assessed necessary by the Licensee for compliant and secure radio and telecommunications functionality, being located upon the Land and upon or in the immediate vicinity of the Telco Tower, as is identified on the sketches annexed hereto as **Annexure 1 (Plan)**, including:

- 1x Point to Point Parabolic Microwave antenna
- 1x PtMP antenna array
- 1x Mobile Radio and associated antennas
- Tower mounting brackets for Radio and Antenna Equipment
- Tower mounted ethernet, RF coaxial feeder cables
- Tower and ground mounted Power, Earthing and Grounding cables
- 1x Ground mounted Equipment and Battery Cabinet
- 1x Ground Mounted Solar Array,

including all additions and improvements undertaken during the Term.

Item2	Term 5 (five) years, commencing on the Commencement Date and expiring on the fifth anniversary of the Commencement Date.
Item3	FurtherTerm At the absolute discretion of the Licensor, 5 (five) years, commencing one day after the fifth anniversary of the Commencement Date.
Item4	Commencement Date That date specified as the start date or commencement date of and in the Lease Agreement.
Item 5	Permitted Purpose Access to and maintenance of the Telco Tower; installation and maintenance of the Telco Equipment on or immediately adjacent to the Telco Tower.
Item 6	Public Liability Insurance Twenty million dollars (\$20,000,000).
Item 7	Additional Terms, Covenants & Conditions