The Owners Strata Plan 50785

ABN 44 494 936 251
(Licensor)

and

Sutherland Shire COUNCIL

(Licensee)

DEED OF LICENCE FOR EQUIPMENT

1 McDonald Street, Cronulla
known as "Cote d'Azur"
(Land)

Sutherland Shire Council
Administration Centre
4-20 Eton Street
Sutherland NSW 2232
DX 4511 Sutherland

Telephone: 9710 0333
Ref: EE: LS/05/7297

Date **2011**

Parties

The Owners Strata Plan 50785 ABN 44 494 936 251 of …… ("**Licensor"**)

And

SUTHERLAND SHIRE COUNCIL ABN 52 018 204 808 of 4-20 Eton Street, Sutherland 2232, a body politic pursuant to section 220 of the *Local Government Act* 1993 ("**Licensee"**)

BACKGROUND

A The Licensor is the owner of the Land.

B The Licensee has requested that the Licensor grant to it a licence to use the Site, being part of the Land.

C The Licensor has agreed to grant the Licensee a licence to access, use and install Equipment at the Site upon the following terms and conditions.

AGREED TERMS

1 INTERPRETATION

1.1 Definitions
In this document:

cables include conduits between ducts and fibre optic links;

Commencement Date means the date of commencement of this Licence in **Item 5*;***

Equipment means the Licensee's equipment described in **Item 1**;

Further Licence means the licence to be entered into pursuant to **clause 10.**

Item means an item in the Schedule to this Licence;

Land means the land described in Item **2;**

Licence means the licence granted to the Licensee by this document;

Licence Fee means the annual licence fee specified in **Item 3;**

month means calendar month;

person includes a corporation and vice versa;

Resident means a person occupying a unit in the building situated on the Land;
Review Date means each of the dates in **Item 7;**

Schedule means the schedule to this Licence;

Site means that part of the Land as detailed in the Scope of Works – Rev 1.0

annexed and marked “A”;

Term means the period in **Item 4,** commencing on the Commencement Date and expiring on the Termination Date;

Termination Date means the date of expiry of this Licence in **Item 6;**

Works means the erection or construction of any fixtures or improvements, the installation any Equipment, or the alteration or addition to any Equipment, fixture or improvement, on the Site or the Land, or any part of the Site or the Land.

1.2 Construction

Unless expressed to the contrary, in this document:

(a) words in the singular include the plural and vice versa;

(b) any gender includes the other genders;

(c) if a word or phrase is defined its other grammatical forms have corresponding meanings;

(d) “includes” means includes without limitation;

(e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and

(f) a reference to:

(i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;

(ii) a person includes the person’s legal personal representatives, successors, assigns and persons substituted by novation;

(iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; and

(iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation.

(g) a reference to the “Licensee” includes the Licensee, its successors, permitted assigns, employees, agents, contractors and invitees of the Licensee;

(h) a reference to the “Licensor” includes the Licensor, its successors, permitted assigns, employees, agents, contractors and invitees of the Licensor;

(i) a reference to any authority, institute, department, board, association, body or any officer of them shall in the event of any such authority, institute, department, board, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other authority, institute, department, board, association, body or officer shall be deemed to be reference to the authority, institute, department, board, association, body or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purpose or object of that authority, institute, department, board, body or officer.

1.3 Headings

Headings do not affect the interpretation of this document.

2 GRANT OF LICENCE

The Licensor grants to the Licensee full right liberty authority and licence to access, occupy and use the Site for the Term subject to the terms and conditions of this Licence.

3 PERMITTED USE

The Licensee may use the Site for the purpose of installing, operating and maintaining the Equipment and for no other purpose except with the consent in writing of the Licensor.

4 LICENCE FEE AND REVIEW OF LICENCE FEE

4.1 Payment of Licence Fee

The Licensee shall pay to the Licensor the Licence Fee at the times and in the manner specified in **Item 3**.

4.2 Review of Licence Fee

On each Review Date, the Licence Fee shall be reviewed and increased by multiplying the Licence Fee payable for the year immediately prior to the relevant Review Date by 1.05.

5 OUTGOINGS

5.1 Metered Sercies

(a) The Licensee must pay all service and utility charges (if any) which are separately metered or charged in respect of the Site.

(b) For the purpose of clause 5.1(a), the Licensee must at its own costs install and maintain separate meters for the services and utilities provided to the Site.

5.2 Licensor's Obligation

The Licensor must duly pay, satisfy and discharge all rates, taxes and other outgoings which may be lawfully levied imposed or assessed in respect of the Site except for those outgoings and charges which are charged as a result of the use of the Site by the Licensee and such charges shall be paid by the Licensee.

5.3 Taxes and Penalties relating to Licensee's use

The Licensee shall pay all taxes (excluding income tax) and penalties levied on the Licensor or the Site to the extent that such taxes and penalties are payable as a result of the Licensee's use and occupation of the Site.

6 GST

6.1 Construction

In this **clause 6**:

(a) words and expressions which are not defined in this document but which have a defined meaning in GST Law have the same meaning as in the GST Law; and

(b) GST Law has the meaning given to that expression in the A New Tax System (Goods and Services Tax) Act I 999.

6.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this document are exclusive of GST.

6.3 Payment of GST

If GST is payable by a supplier or by the representative member for a GST group of which the supplier is a member, on any supply made under this document, the recipient will pay to the supplier an amount equal to the GST payable on the supply.

6.4 Timing of GST payment

The recipient will pay the amount referred to in **clause 6.3** in addition to and at the same time that the consideration for the supply is to be provided under this document.

6.5 Tax invoice

The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under **clause 6.3**. The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note, as appropriate.

6.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a supplier under this document, the amount payable by the recipient under **clause 6.3** will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

6.7 Reimbursement

Where a party is required under this document to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

(a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and

(b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

7 ACCESS

(a) The Licensor consents to the Licensee and persons authorized by the

Licensee entering the Land and the Site for the purpose of carrying out the permitted use in clause 3. The Licensee must provide the Licensor with reasonable notice in writing prior to accessing the Land and the Site.

(b) The Licensee must obtain a key or other suitable item facilitating access to the Land and the Site from the Licensor and shall thereafter be responsible for gaining such access without the assistance of the Licensor.

(c) The Licensee must observe all reasonable directions of the Licensor and all rules and regulations for the time being in force relating to the means of access to the Site. The Licensee must ensure that in exercising its access rights under this **clause 7**, only minimal disturbance is caused to the Land and to the Residents.

8 NO INTERFERENCE

The Licensor must not itself knowingly nor will it knowingly permit any third party to do anything on the Land which would have the effect of impairing, interfering with or stopping the functioning of the Equipment or any Licensee's installations on the Site.

9 APPROVAL OF LICENSOR FOR IMPROVEMENTS

9.1 Commencement of Works

The Licensee must not commence any Works without the prior consent in writing of the Licensor.

9.2 Approval of Plans and Specification

The Licensee shall, before the commencement of any Works, submit to the Licensor for approval the plans and specifications of such Works. Despite any other clause in this License, the Licensor may in its absolute discretion withhold approval for any such Works that are not for the sole purpose of carrying out the permitted use in **clause 3**.

9.3 Equipment in Operation

Notwithstanding anything in **clauses 9.1 and 9.2** to the contrary, the parties agree that the Licensor is deemed to have approved and consented to the Works completed by the Licensee on or before the Commencement Date.

9.4 Performance of Works

The Licensee must ensure that:

(a) Before carrying out the Works, the Licensee obtains all necessary approvals for the Works from any government or other authority;

(b) The Works are carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used;

(c) All contractors engaged on the Works are appropriately licensed;

(d) Except to the extent permitted by the Licensor, the Works are installed and maintained so that they have an appearance which is in keeping with the appearance of the rest of the building, and any cables are concealed from view from

outside the building so far as is possible;

(e) .The Works are done with due diligence and within a reasonable time from the date of commencement;

(f) The Works are carried out and completed in accordance with any specifications for them and, in all other respects, but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the Works comply with the Building Code of Australia and any applicable Australian Standards. In the event that there is a conflict the Building Code of Australia shall be applied;

(g) Only minimum disturbance is caused to Residents and the Land during the Works;

(h) All construction materials and equipment are transported in accordance with any manner reasonably directed by the Licensor;

(i) The Land that is affected by the Works is protected from damage, dirt, dust and debris;

(j) Any part of the Land affected by the Works is regularly cleaned and kept clean, neat and tidy during the Works;

(k) Upon completion of the Works, all other parts of the Land affected by the Works are restored as nearly as possible to the state they were in immediately before the Works;

(l) Any damage caused to the Land as a result of the Works is promptly made good;

(m) The Works are properly maintained and kept in a state of good and serviceable repair and, when necessary, renewed or replaced; and

(n) All laws for the time being in force and which are applicable to the Works are complied with.

9.5 Maintenance of Equipment

The Licensee must properly maintain the Equipment and keep the Equipment in a state of good and serviceable repair and, when necessary, renew or replace the Equipment or any part of the Equipment.

9.6 Maintenance of the Site

The Licensee must ensure the Site is kept clean, neat and tidy at all times.

10 FURTHER TERM

10.1 No Extension of Licence

If the Licensee does not intend to take a Further Licence, the Licensee must give the Licensor written notice of its intention not less than one month before the Termination Date.

10.2 Grant of Further Licence

If the Licensee did not give the Licensor a written notice pursuant to **clause 10.1**; and at the Termination Date there is no subsisting breach of the Licence by the Licensee notice of which has been given by the Licensor, the Licensor must grant the Licensee a Further Licence for the term specified in **Item 8**.

10.3 Form of Further Licence

The Further Licence will be the same as this Licence (as varied during the Term) except that:

(a) if particulars of more than one Further Licence are specified in **Item 8**, the particulars of the Further Licence first specified are deleted from **Item 8**;

(b) the Term, the Commencement Date and the Termination Date of the Further Licence are to be those first specified in **Item 8**;

(c) the Licence Fee applying at the Commencement Date of the Further Licence will be determined in accordance with **clause 4.2** as if the Commencement Date of the Further Licence is a Review Date; and

(d) if particulars of only one Further Licence are specified in **Item 8**, this **clause 10** and **Item 8** will be deleted from the Further Licence.

11 HOLDING OVER

11.1 Holding Over

If the Licensee continues to occupy the Site after the expiration of the Term or earlier termination of this Licence without any notice of termination having been given by the Licensor the Site shall be held by the Licensee under a licence determinable at any time by one month's notice in writing given by either party to the other and otherwise on the conditions of this Licence.

11.2 Holding Over Fee

If the Licensee continues to hold the Licence pursuant to **clause 11.1,** the Licensee shall continue to pay a monthly licence fee being one-twelfth of the Licence Fee reviewed as per clause 4.2 as if the day after the Terminating Date is a Review Date.

12 TERMINATION

(a) The Licensor may terminate this Licence by notice in writing to the Licensee if:
   (i) the Licence Fee remains unpaid for fourteen (14) days or more after written demand for payment; or
   (ii) the Licensee fails to perform or observe any of the covenants and conditions to be performed and observed by it under this Licence.

(b) The Licensor must not terminate this Licence for a breach of any covenant or condition pursuant **clause 12(a)(ii)** until:
   (i) the expiration of fourteen (14) days after the Licensor has given the Licensee a written notice specifying the breach, if the breach cannot be rectified or remedied; or
   (ii) the expiration of fourteen (14) days after the Licensor has given the Licensee a written notice specifying the breach, if the breach can be rectified or remedied but the Licensee has failed to rectify or remedy such breach.

(c) Notwithstanding anything in this **clause 12** to the contrary, either party may by giving six (6) months notice in writing to the other party terminate this Licence. Neither party will be liable to compensate the other for the termination of this Licence pursuant to this **clause 12(c)**.

(d) For the avoidance of doubt,

(i) **clause 12(c)** does not apply to this Licence if the Licensee continues to occupy the Site after the expiration of the Term pursuant to **clause 11**;

(ii) the termination of this Licence pursuant to this **clause 12(c)** does not affect the rights of the parties that arise before such termination.

13 VACATING SITE

(a) All buildings, fixtures, improvements, alterations and additions including:
(i) the Equipment;
(ii) signs and notices as referred to in **clause 19**; and
(iii) cables referred to in **clause 18**;

as erected or installed by the Licensee on the Site and the Land are at all times during the Term the property of the Licensee and must be removed from the Site or the Land prior to the Termination Date or the earlier termination of this Licence.

(b) The Licensee must make good any damage caused to the Site or the Land as a result of the removal of those items referred to in and in accordance with **clause 13(a)**.

(c) The Licensor must, after receipt of reasonable notice from the Licensee, provide the Licensee all reasonable access to the Site for the purpose of removing the Licensee's property pursuant to **clause 13(a).**

(d) If the Licensee fails to remove the Equipment and other items as per **clause 13(a)** and make good the Site prior to the Termination Date or the earlier termination of this Licence, the Licensor may remove the Equipment and items and make good the Site at the expense of and as agent for the Licensee, and recover from the Licensee the cost to the Licensor of so doing as a liquidated debt payable on demand.

14 INDEMNITY AND INSURANCE

(a) The Licensee releases the Licensor from all actions, claims, loss, liability or expense made against the Licensor (including by the Licensee) in respect of any damage, loss, injury or death sustained on or in connection with the use of the Site by the Licensee, accessing of the Site over the Land by the Licensee or any Works carried out by the Licensee on the Site or the Land, unless such damage, loss, injury or death is caused or to the extent contributed to by the wilful or negligent act or omission of the Licensor.

(b) The Licensee indemnifies the Licensor from and against any action, claim, loss, liability or expense in connection with the use of the Site by the Licensee, accessing of the Site over the Land by the Licensee or any Works carried out by the Licensee on the Site or the Land to the extent that such claim, loss,

liability or expense is caused or contributed to by the wilful or negligent act or omission of the Licensee.

(c) The Licensee shall effect and maintain policies for public liability insurance for a cover of not less than $20 million and workers compensation insurance which extends to cover the Licensor in respect of liabilities arising under this **clauses 14(a) and (b)**. The Licensee shall at the request of the Licensor provide adequate evidence of the insurance policies.

15 CABLES

(a) The Licensee must, before installing any new, additional or replacement cables over the Land to service the Site, first consult the Licensor and obtain the Licensor's consent concerning the route of such cables to be installed over the Land.

(b) If the Licensor gives its consent pursuant to **clause 15(a)**, the Licensor is deemed to have granted the associated licences to the Licensee for the route of the cables over the Land as referred to in **clause 15(a)**.

(c) The Licensee may, at its own expense and with the Licensor's consent which may be granted (with conditions) or withheld in its absolute discretion, install new or additional ducts and pits where such ducts and pits are required as part of the installation of new, additional or replacement cables.

(d) The Licensee will be responsible for repairs and maintenance to its own cables and for the provision of adequate permanent cable markers.

16 COMPLIANCE WITH GOVERNMENT NOTICES

The Licensee shall at its own expense comply with any enforceable requirement recommendation notice order or direction of a government authority affecting the Equipment or the Licensee's use of the Site.

17 SECURITY OF SITE AND PUBLIC SAFETY

The Licensee is entitled to obtain the Licensor's prior written consent to take such security or safety precaution as may in the Licensee's reasonable opinion be necessary to ensure the security of the Site and the Equipment erected thereon and the safety of the public during the continuance of this Licence.

18 SIGNS AND NOTICES

The Licensee may erect, affix or display with the consent of the Licensor signs or notices upon the Site.

19 MANNER OF REQUESTING AND GIVING CONSENT

Where the Licensee requests the consent or approval of the Licensor under this Licence, the request shall be in writing and unless otherwise stated in the Licence, the consent:

(a) shall be given in writing;
(b) shall be refused or withheld in writing setting out the reasons for the refusal; or
(c) may be given unconditionally or subject to reasonable conditions; and
(d) may not be unreasonably refused or withheld.

20 INSPECTION BY LICENSOR

(a) Subject to **clause 20(b)**, the Licensee shall permit the Licensor or its duly authorised agent upon the giving of reasonable notice in writing to the Licensee at any reasonable time and in the company of an authorised officer of the Licensee to enter upon the Site to view the state of repair and to observe whether the terms and conditions of this Licence are being complied with.

(b) The provisions of **clause 20(a)** shall not apply in the case of emergency and the Licensor shall in the case of emergency be entitled to enter upon the Site unaccompanied and without prior notice to the Licensee provided that the Licensor must not in such event interfere with the Equipment.

21 ASSIGNMENT

The Licensee must not assign its interest under this Licence.

22 NUISANCE

The Licensee shall not do anything on the Site or the Land which may constitute a nuisance annoyance or danger, or cause an unreasonable disturbance, to the Licensor or any Resident or which may interfere with the use of the Land by the Licensor or any Resident.

23 NO EXCLUSIVE POSSESSION

This Licence shall in no way exclude the Licensor from the Site and nothing in this Licence shall amount to or be construed as a demise or an agreement to demise or be deemed to create any lease or tenancy in favour of the Licensee and shall not give the Licensee any right of exclusive possession of the Site.

24 WHOLE AGREEMENT

The provisions contained in this Licence expressly or by statutory implication comprise the whole of the agreement between the parties. The parties expressly agree that no other covenants, agreements or provisions whether in respect of the Site or otherwise shall be deemed to be implied in this Licence or to arise between the parties by way of collateral or other agreement by reasons of any promise, representation, warranty or undertaking given or made by or on behalf of any party to any other party or its agent or employee on or prior to the execution of this Licence. The existence of any such implication or collateral or other agreement is hereby negatived.

25 COSTS OF PREPARATION OF LICENCE

(a) The Licensee shall pay the stamp duty (if any) on the Licence.

(b) The Licensee must pay for its own legal costs and expenses, and reimburse the Licensor for its reasonable legal costs and expenses, in respect of the preparation and execution of this Licence.

26 APPLICABLE LAW

This Licence shall be subject to and construed in accordance with the laws of the State of New South Wales.

27 NOTICES

(a) Any notice approval consent or demand given pursuant to this Licence may be given or served as follows:

(i) by delivery in person or by post to the address of the relevant party referred to in **clause 27(b)**;
(ii) by transmitting it by facsimile number of the relevant party referred to in **clause 27(b)** provided that a confirmation copy is mailed to the relevant party upon such transmission.

(b) For the purpose of this clause the address of the Licensor is as set out in **Item 9** and the address of the Licensee shall be:

Contact Person:	Garry Dickenson, Security Manager
Company:	Sutherland Shire Council
Address:	4-20 Eton Street, Sutherland 2232
Fax:	9710 0594

(c) Service by post shall be deemed to have been effected at the time when the letter would in the ordinary course be delivered. Any notice or document sent by facsimile machine shall be deemed to have been served at the time on the day that the whole of the notice or document was transmitted from the sending facsimile machine and the answer back of the receiving machine was received by the sending machine.

28 FORCE MAJEURE

28.1 Terminating by Licensor

If the performance or observance of any of the covenants and conditions to be performed or observed by the Licensor under this Licence is prevented, restricted or interfered with by any cause beyond the reasonable control of the Licensor, the Licensor may terminate this Licence without compensation by notice in writing to the Licensee.

28.2 Termination is Without Prejudice

Any termination of this Licence pursuant to **clause 28.1** shall be without prejudice to the rights of either party in respect of any antecedent breach of any of the covenants of this Licence.

29. Electromagnetic Emissions

The Licensee must, upon written request from the Licensor provide at no cost to the Licensor an audit from an independent and appropriately qualified person, certifying that the electromagnetic radiation emitted from or transmitted by the Equipment complies with all appropriate Australian Standards.The audit must be provided to the Licensor within 60 days of service of the written request by the Licensor upon the Licensee.

30. Interference

Should the Licensor itself experience or should it be advised by any Resident that such Resident experiences radio frequency interference with any equipment of the Licensor or Resident, the Licensor may immediately notify the Licensee in writing of such interference and the following provisions shall apply:

(a) The Licensee must within 14 days of receipt of such notice determine whether the Equipment is the cause of such interference and notify the Licensor of its determination;

(b) If the Licensee determines that such interference is caused by the Equipment, it must forthwith use its every best endeavours to stop such interference and if the Licensee fails to remedy such interference within thirty (30) days of the Licensee's determination, the Licensor may termination this Licence at any time thereafter by giving the Licensee written notice of such termination;

(c) If the Licensee determines that such interference is not caused by the Licensee's equipment, it will forthwith notify the Licensor of such determination;

(d) If the parties are unable to agree as to the cause of such interference, either party may refer the matter to the Australian Communications and Media Authority for determination by a third party ("the Expert") nominated by it. The Expert must act as an expert and not as an arbitrator and must make its determination within 30 days of any reference to it and such decision will be final and binding on the parties. The cost of the determination must be borne by the Licensor if the expert determines that the interference is not caused by the Equipment, or by the Licensee if the expert determines that the interference is caused by the Equipment;

(e) If the expert determines that such interference is caused by the Equipment, the Licensee must remedy that interference with 30 days of the expert's determination; and

(f) If the Licensee fails to remedy such interference within 30 days of the expert's determination, the Licensor may termination this licence at any time thereafter by giving the Licensee written notice of such termination.

31. Limits of License

The Licensee acknowledges and agrees that:

(a) the Land does not include any of the units in the building situated on the Land or any of the lots contained in Strata Plan No.'s 50785 and 52079;

(b) nothing in this License gives the Licensee a right to access, occupy or use any such unit or lot; and

(d) if the Licensee desires to access, occupy or use any such unit or lot, any such right must be obtained from the relevant unit owner or lot owner and the Licensor has no power to grant any such right.

32. Breach of this License

(a) If the Licensee breaches any provision of this License and fails to rectify that breach within 28 days of service of a written notice from the Licensor requiring rectification of that breach, then the Licensor may rectify any such breach and recover as a liquidated debt due from the Licensee the costs of the rectification and the costs and expenses of the Licensee incurred in recovering those costs.

(b) Nothing in this clause restricts the rights of or the remedies available to the Licensor as a consequence of a breach of any provision of this License by the

Licensee.

Schedule

Item 1	**Facilities:** Refer to Scope of Works - Rev 1.0 annexed and marked "A"
Item 2	**Description of the Land and Site:** The Land being the whole of the land described in Folio Identifiers CP/SP50785 and CP /SP52079 and known as the common property at 1 McDonald Street, Cronulla known as "Cote d'Azur" and the Site being premises as shown hatched on the plan annexed to this Licence as **Annexure A**.
Item 3	**Licence fee:** $6,000.00 per annum excluding GST and reviewable in accordance with the provisions of **clause 4.2** of this Licence. The Licence Fee must be paid annually in advance on the Commencement Date and each Review Date.
Item 4	**The Term:** Five (5) years
Item 5	**Commencement Date: ……..**
Item 6	**Termination Date: ……..**
Item 7	**Review Dates:** First anniversary of the Commencement Date; Second anniversary of the Commencement Date; Third anniversary of the Commencement Date; and Fourth anniversary of the Commencement Date.
Item 8	**First Further Term: ……..** **Second Further Term: ……..**
Item 9	**Licensor's address for service of notices:** *Contact Person*: …… *Company:* …… ACN ……. *Address:* …… *Fax:*……

EXECUTED AS A DEED

The common seal ofThe Owners Strata Plan No. 50785)
Was affixed on ……in the presence of:

Signature(s): …….

Name(s): ……..…….

Being the person(s) authorized by section 238 of the
Strata Schemes Management Act 1996 to attest
The affixing of the seal.

Executed by the **GENERAL MANAGER** on behalf of
Sutherland Shire Council pursuant to delegation
dated 17 August 2009 under Section 377 of the
Local Government Act, 1993.

_____ _____
General Manager Dated: