8.4 ROBERTSON PARK TENNIS CENTRE LEASE - TENNIS WEST

Attachments:

1. **Key Terms - Robertson Park Tennis Centre**
2. **Lease Area - Robertson Park Tennis Centre**
3. **Robertson Park Development Plan - Staged Plan**
4. **Sinking Fund - Robertson Park Tennis Centre**

RECOMMENDATION:

That Council:

1. **Subject to the approval of the Minister of Lands, APPROVES a new lease of Robertson Park Tennis Centre to Western Australian Tennis Association Inc (Trading as Tennis West) subject to the key terms included in Attachment 1;**

2. **DELEGATES to the Chief Executive Officer the authority to negotiate and finalise the terms of the lease; and**

3. **AUTHORISES the execution of the Lease in accordance with the City's Execution of Documents Policy.**

PURPOSE OF REPORT:

To consider approving a lease to Western Australian Tennis Association inc. (Trading as Tennis West) for Robertson Park Tennis Centre (which includes the tennis courts, multi sports courts and club house facility) and any structures or improvements on the Leased Premises as shown in **Attachment 2**.

DELEGATION:

Delegation 2.2.18 – Disposing of Property by Leases and Licenses of the City's Delegations, Authorisations and Appointments does not extend to new leases.

BACKGROUND:

Robertson Park comprises multiple individual lots owned in freehold by the City of Vincent. Lot Y232 on Deposited Plan 41439 is subject to a Crown Grant in Trust that restricts the use of the southwestern tennis courts and clubrooms for municipal purposes only. The State Government has previously confirmed that the tennis centre use aligns with this purpose.

Robertson Park is classified as District Open Space and currently accommodates a tennis centre, wetlands, grassed areas, Lee Hops Cottage, Halvorsen Hall, and an AIDS memorial. These assets facilitate recreational tennis, children's play, dog exercise, social gatherings and individual activities.

In 2018, the State Government proposed including Robertson Park in the State Tennis Centre Business Case. In early 2019, following consultation with Council and the community, the State Government decided not to include Robertson Park in the business case.

On 29 January 2019 at the Annual General Meeting of Electors, a motion was carried that the City initiate a Development Plan for Robertson Park.

On 5 March 2019 at its Ordinary Meeting, Council requested that the Chief Executive Officer consider timing and funding options for the proposed Development Plan within the City's Corporate Business Plan, Annual Budget, and Long Term Financial Plan. The City of Vincent Public Open Space Strategy (POS Strategy) then included a key action to investigate and consider a Robertson Park Development Plan in partnership with the State Government and Tennis West. The POS Strategy set out the following tasks in relation to this:

- consider community accessibility to high-quality tennis court infrastructure;
- retention and where possible improvement to existing tree canopy and shade; and
- addressing Aboriginal and non-Aboriginal cultural history associated with the site.

Tennis Seniors were the long-term tenant of the Tennis Centre at Robertson Park. There was no requirement in the Tennis Seniors lease to renew the courts when they reached end of life. In 2019, Tennis Seniors handed the Tennis Centre back to the City, with the courts close to end of life.

On 12 November 2019, following the Tennis Seniors' Association of WA terminating its long-term lease of the Robertson Park Tennis Centre, Council approved an interim lease with Tennis West. The lease is in holding over and is operating on a month-to-month basis with the intent to ensure tennis can continue on the site while the City carried out planned renewal of the courts.

On 14 September 2021 at its Ordinary Meeting, Council adopted the Robertson Park Development Plan.

On 20 September 2022 at its Ordinary Meeting, Council adopted the revised Robertson Park Development Plan.

The Development Plan outlines the improvements to Robertson Park, identifying infrastructure upgrades that respond to community needs, whilst maximising land use and improving community access to recreation and leisure activities.

Due to external funding opportunities the City proceeded to stage the redevelopment implementation to maximise the available funding opportunities to support the project.

The implementation of Stage 1A of the Development Plan, as shown in **Attachment 3**, was completed in September 2024, which included the conversion of six tennis courts to four multi-sport courts, upgraded LED floodlighting and fencing, and a new landscaped active entrance zone. Stage 2A, as shown in **Attachment 3**, relating to the improvements to the dog exercise area and extension of the Stuart Street footpath met practical completion in August 2025.Stage 1B, also shown in **Attachment 3**, reached practical completion in April 2026 and comprised the following:

- conversion of 12 synthetic turf courts to acrylic hard courts (tennis courts 1-8 and 15-18 on the Development Plan);
- expanded court size to the current minimum standard size;
- upgraded LED floodlighting;
- upgraded fencing;
- enhancement of the central thoroughfare to provide improved access between courts;
- improved user amenity in the form of trees, shelters and seating; and
- better manage stormwater runoff through newly established rain gardens and subsurface drainage cells.

Stage 1C interim works (fencing and turf) were also completed in April 2026.

Stage 1C comprises the construction of 6 tennis courts in the location shown in **Attachment 3**, to be fully funded by Tennis West, following Tennis West's selection of Robertson Park as their preferred location for 6 high performance clay courts.

Tennis West remain committed to redeveloping these six courts as either clay as originally planned, or alternative uses that complement the Tennis Centre, such as padel courts. Tennis West are also the governing body for padel and have identified that padel can complement the centre and provide a potential revenue source for the site that would ensure that the revenue necessary to support the sinking fund is paid to the City of Vincent for the long-term renewal of the centre.

The City has received several enquiries regarding Padel and including this use would still allow for a viable tennis centre that could host tournaments. It aligns with the existing provisions of the endorsed Development Plan, and the current Section 18 consent, noting that the City would need to liaise with DLPH regarding the Heritage Impact Statement to ensure alignment. Engagement with the community on such a proposal would also be required. Tennis West are aware of these requirements. The City will continue to work with Tennis West on completing Stage 1C.

Currently the City has not allocated or planned any budget to support implementation of Stage 1C, with the courts to be funded by Tennis West and the design and project management to be completed in house by the City of Vincent. Given the redevelopment timeframe is not confirmed and further delayed, the City requested and secured additional funds from Tennis West to help fence and temporarily turf Stage 1C as an interim measure.

Stage 2B (Public Open Space Conversion) of the Robertson Park Development Plan, as shown in **Attachment 3**, is expected to commence in early 2026, with completion by winter 2027. This project involves the conversion of the remaining grass courts along the northern edge of the site (Randall Street), into parkland with expansive rain gardens to manage site drainage and support the local biodiversity planting in collaboration with the community.

The final stage of the Robertson Park Development Plan, Stage 2C, includes the renewal of the park's play space, exercise equipment, picnic facilities, furniture, wetland heritage trail, interpretation and artworks. The City has successfully secured a $30,000 Heritage Council Grant for art and interpretation work through this space. The public art and interpretation concept will be developed in consultation with Aboriginal artists and detailed design of this stage will commence in 2026 for implementation in 26/27 and 27/28.

DETAILS:

Sinking Fund

When Tennis Seniors vacated the Robertson Park Tennis Centre in 2019, the tennis facilities were at end of life and there had been little funding received from the lease of the Tennis Centre to fund the required renewal. One of the main purposes of the Robertson Park Development Plan and subsequent lease of the centre was to develop a financially self-sufficient centre that would not only be used by the entire community but also fund its own renewal long into the future.

In order to deliver a financially self-sustaining centre, the City has developed a sinking fund model, based on the cost of ongoing renewals required for the centre over the long term, that would be funded by the tenant of the Tennis Centre.

The sinking fund considers the different renewal terms of the current infrastructure on site including the courts, lighting, fencing and bore.

The Sinking Fund schedule currently excludes the works within Stage 1C, however the lease is proposed to account for this infrastructure to be added to the Sinking Fund calculations once constructed.

The City would arrange an annual inspection of the courts as recommended by Sports Surfaces, and the Sinking Fund may be accessed for repairs.

To ensure the facilities capital renewal is delivered, the City would be responsible for the capital renewal of the courts, fencing and lighting, utilising this sinking fund generated through the proposed lease. The breakdown of the sinking fund and the payments to be made by Tennis West into that sinking fund are set out in **Attachment 4**. Taking into consideration the expected life and renewal costs of the courts, floodlights, fencing and bore, the annual sinking fund fees sit at $250,000 per annum.

Payments to the sinking fund would commence in 2027, allowing the Centre time to re-establish its operations and programming throughout 2026 before contributions begin. To further support the establishment of the tennis centre, the City has proposed a staged approach to sinking fund contributions over the first three years of the lease. Contributions would be phased in at 25% of the annual sinking fund amount in 2027, 50% in 2028, 75% in the 2029, and 100% from the 2030 onwards.

This would also allow Tennis West to secure a commercial tennis operator, commercial food and beverage operator and other commercial operators of incidental, ancillary or complementary services in the centre, which would allow them to service what are significant Sinking Fund payments. There is also the opportunity for the centre to incorporate Halverson Hall and Lee Hops Cottage and provide these types of commercial services, as both buildings are currently vacant. Tennis West would be able to approach the City to seek an amendment to the lease terms and conditions to facilitate these commercial uses in the future.

Rent

Tennis West is classified as a category 3 tenant under the Property Management Framework (PMF), being a Statewide not-for-profit organisation which generates their own revenue and/or receive external funding. The PMF sets out that the tenancy fee for a category 3 tenant is to be negotiated with reference to the gross rental value (GRV) of the Leased Premises.

The current GRV assessment of a portion of Robertson Park is $139,950 per annum. While there is historic information supporting this assessment, Administration has been unable to verify the documentation originally provided to Landgate to substantiate the valuation. For this reason, the City appointed an independent valuer to undertake an 'as if complete' market rental valuation of the leased area in September 2025. The valuation was based on the main building of 543 square metres and a covered canopy area of 385 square metres and 22 brand new tennis courts, as-if-complete. After considering the valuation and the 12 months since it was complete, the City considers the current gross rental value to be $68,000 per annum.

Although the Community Benefit Matrix is typically applied to Category 1 and Category 2 tenants under the PMF, Tennis West was assessed using the matrix to inform the level of community benefit provided. The assessment identified that:

- The organisation is a locally based service, outlet, program or project that is part of a larger not-for-profit organisation. There is limited or no local area representation on the advisory committee or similar;
- Staff undertake the majority of administrative and management functions with additional assistance provided by the umbrella organisation;
- The services are significantly used by number of specific sections of the local community;
- Facilities are generally available and accessible to the local community;
- The services meets a broad social and community need;
- The majority of activities and services promote and encourage greater participation by the City's diverse community; and
- The operations integrate directly into the Strategic Community Plan.

Based on the Community Benefit Matrix assessment, Tennis West achieved a community benefit score equivalent to a 59% rental subsidy.

In addition to the above discount, the lease requires Tennis West to forgo $16,640 per year in reduced hire fees for City approved sporting clubs, including the North Perth Dynamites Netball Club.

On this basis, it is recommended that the annual rent payable by Tennis West for the centre be $11,240 excluding GST per annum, in addition to the annual fee of circa $250,000 for the sinking fund, totalling circa $262,000 per annum in fees plus outgoings. The rent is proposed to be reviewed on 1 July each year and indexed at CPI.

Given the large capital funding Tennis West is proposing to invest into Stage 1C and the need for the City to create a self-sustaining centre by generating sufficient capital through a sinking fund, the lease is proposed to be for 23 years, with an initial term of three (3) years and four (4) five (5) year option terms. The first 3 year term was proposed by Tennis West to allow them to set up and prove the supporting commercial aspects of the centre that would enable them to fund the significant fees required by the City.

To support Tennis West in this transition, a rent-free period of six months is proposed. This is to reflect the delay in practical completion of the centre at the end of 2025, which caused them to miss the 2025/26 summer season where a large portion of their revenue would have been generated.

Club Court Hire

Court hire falls under the responsibility of the leaseholder, and the multi sports courts still support various tennis-related programs such as pickleball, juniors (Hotshots), family coaching, and social competitions.

The City and Tennis West remain committed and welcoming to alternative sporting clubs at Robertson Park on the multi sports courts. Currently, North Perth Dynamites Netball Club train at Robertson Park.

The current operator of the Robertson Park Tennis Centre (Tennis Central) has been providing North Perth Dynamites Netball Club with a discounted court hire rate, and as part of the key terms of the proposed lease to Tennis West, this arrangement is proposed to continue.

Under the proposed lease, a discounted rate of $15 would be applicable to lessor approved sporting clubs and associations including North Perth Dynamites Netball Club. The discounted rate is available Monday – Thursday from 3:00pm-8:00pm across 4 courts, for up to 3,328 hours per year. The discount is $5 per hour, amounting to a total of $16,640. The proposed lease fee has been discounted accordingly, to account for the revenue forgone by Tennis West in providing the discounted rate.

The $15 court hire fee may be reviewed annually on 1 July each year subject to the prior written approval of the Lessor. In considering any proposed increase, the Lessor may have regard to CPI, prevailing community court hire rates and the community benefit intended to be provided under the lease.

CONSULTATION/ADVERTISING:

The City has consulted with Tennis West on the proposed key terms of the lease and Tennis West has confirmed their acceptance of these terms.

Organisation Implementation

Engagement is used to both inform the community about the proposed policy, project or propositions, and to provide some input to the shape or execution of the policy, project or proposition.

Tension: People feel forced leading to an unresponsive process.
Mitigation: Increasing the level of influence, and implementing a transparent, robust process.

Section 3.58(5)(d) of *the Local Government Act 1995* (Act) and Regulations 30(2)(b) of the *Local Government (Functions and General) Regulations 1996* (Regulation) apply. The City is exempt from giving a local public notice in accordance with Regulation 30(2)(b) as this disposition is to a not-for-profit sporting organisation.

LEGAL/POLICY:

Local Government (Functions and General) Regulations 1996

Regulation 30 covers a range of exempt dispositions that are excluded from the application of s3.58 of the Act. Regulation 30(2)(b) states that:

A disposition of land is an exempt disposition if:

(b) the land disposed of to a body, whether incorporated or not to:

(i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and

(ii) the members of which are not entitles to receive any pecuniary profit for the body's transaction;'.

RISK MANAGEMENT IMPLICATIONS

Low: It is low risk for Council to approve the lease the Roberton Park Tennis Centre to Tennis West.

Risk Category	Risk Appetite and tolerance statement	Description/clarifications
Governance, Due diligence, Accountability and Sustainability	The City has a ***low risk tolerance*** for less than better practice decision making for governance, due diligence, accountability, and sustainability, as measured by accepted industry standards and practices.	The City has demonstrated it has undertaken all required actions to ensure that proposed lease has been conducted through accountable and transparent procedures through implementing relevant risk control measures implemented in accordance with the City's Risk Management Framework and Property Management Framework.
Regulatory Compliance and Legal Obligations	The City has a very low risk appetite for breaches of legislation, professional standards or ethical requirements.	The recommendation ensures compliance with section 3.58 of the *Local Government Act 1995*. This action minimises legal risk and aligns with the City's governance principles of transparency and accountability.

Robertson Park is an asset to the tennis and sporting community and Tennis West require the venue to be thriving and self-sustaining. A facility of this size and the high importance of creating a self-sustaining centre requires stable governance, professional management and long-term planning that maximises community benefit. Tennis West, as the State Sporting Association, brings organisational capacity, continuity, and strategic alignment to oversee the facility.

STRATEGIC IMPLICATIONS:

This is in keeping with the City's *Strategic Community Plan 2022-2032*:

Connected and Healthy Community

Our community facilities and spaces are well known and well used.

Thriving Places

Efficiently managed and maintained City assets in the public realm.

Innovative and Accountable

We deliver our services, projects and programs in the most inclusive, efficient, effective and sustainable way possible.

SUSTAINABILITY IMPLICATIONS:

Sustainable Vincent Framework

This is in keeping with the following priority objectives of the City's Sustainable Vincent Framework:

Good governance and responsible investment

Sustainable Vincent Framework

This is in keeping with the following priority objectives of the City's Sustainable Vincent Framework:

FINANCIAL/BUDGET IMPLICATIONS:

The annual rent is proposed at $11,240 pa excluding GST, with a sinking fund fee of $250,000 per annum.

A rent-free period of six months is proposed at the beginning of the lease from 1 October 2026 – 31 March 2027. As per the standard terms of the City's leases, the rent is subject to an annual CPI rent review on 1 July each year of the lease, commencing on 1 July 2028.

Payments to the sinking fund would commence in 2027 in a staged approach:

- 25% of the annual sinking fund amount in the first year
- 50% of the annual sinking fund amount in the second year
- 75% of the annual sinking fund amount in the third year
- 100% of the annual sinking fund amount from the fourth year onwards.

The sinking fund escalates at 3% per annum and would be reviewed at each option term.

Draft key terms to enter into a new lease of the proposed Leased Premises.

1	**Lessor** **ABN number:**	City of Vincent 244 Vincent Street, Leederville, Western Australia, 6007 Contact details: Email: mail@vincent.wa.gov.au 62 191 132 542
2	**Lessee:** **ABN number:**	Western Australian Tennis Association Inc (trading as Tennis West) 90 803 634 736
3	**Land**	Portion of: Lots 11 & 12 on Diagram 2503 Lots Y 232, Y 233 and Y 234 on Deposited Plan 41439 Lots 6 and 7 on Plan 835 all of which are comprised in Certificate of Title Volume 2782 Folio 188 and known as 176 Fitzgerald St, Perth.
4	**Building**	The Robertson Park Tennis Centre (which includes the tennis courts, multi sports courts and club house facility) and any structures or improvements on the Land.
5	**Leased Premises**	An area of approximately 17,300m^2 shown on the plan in **Appendix 1** and comprises of: • 4 multi-sport hard courts, 12 tennis hard courts and a designated area for up to 6 tennis courts or a combination of padel and tennis courts; and • Main building (club house facility) consisting of main hall, bar area, kitchen with external servery, external male and female changerooms, UAT, rear commentators' room with office /storage area, and small detached building which consists of converted physio studio, storage shed and rooms
6	**Term** **Initial Term:** **Option Terms:**	23 years (3 + 5 + 5 + 5 + 5) 3 years 4 five (5) years terms
7	**Commencement Date:**	1 October 2026
8	**Rent:**	Subject to Special Condition 20 item 4, $11,240 pa 1 October 2026 Rent Free Period: – First six months of lease (1 October 2026 – 31 March 2027)

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9	**Rent Review**	Review to occur on 1 July each year and indexed at CPI
10	**Market Rent Review**	Market rent review at each Option Term which is to be undertaken 6 – 9 months before commencement of each Option Term. New rent must not be less than the rent payable at the market review date.
11	**Sinking Fund contributions**	Refer to schedule in **Appendix 2**. Commencement dates for payment to sinking fund 1 January 2027
12	**Rates & taxes**	Rates and taxes including rubbish and recycling bin charges and emergency services levy are Lessee's responsibility
13	**Repairs, maintenance & capital upgrades**	Lessee is responsible for: • General repairs and maintenance: • Club house facility and courts - Maintaining the club house facility in accordance with the Property Management Framework for category 3 tenant. - Annual maintenance and servicing for all courts, floodlighting and fencing must be undertaken as per manufacture recommendations by the lessee. If this is not adhered to, the Lessor will *not* be responsible for additional costs associated with poor maintenance when the asset is renewed.
14	**Structural repairs**	City's responsibility
15	**Capital works for courts, fencing , floodlighting and bore**	Lessor's responsibility as per sinking fund schedule.
16	**Minimum services**	Annual statutory compliance (including but not limited to RCD, smoke alarm, emergency exit and fire hydrant testing) Pest inspections and treatment.
17	**Permitted Use:**	The Premises is to be used as a sporting and/or recreation facility, with uses and/or purposes which are incidental, ancillary or complementary to this sporting and/or recreation purpose also permitted, including commercial uses, where approved by the City (and the Minister for Lands where required).
18	**Permitted Hours for courts:**	6 am – 10.30 pm generally and such other hours from time to time approved by the City.

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19	**Insurance:**	Public liability at a minimum of $20M or such greater amount required by the City. We will confirm with LGIS if a great sum of public liability insurance is required. Building insurance in respect of the Premises will be effected and kept current by the Lessor. The Lessee must reimburse the Lessor for the Building Insurance Premium as part of the Outgoings.
20	**Special conditions:**	
	1. Sinking Fund (applicable for courts, floodlights, bore and fences)	a) Sinking Fund Capital renewal or replacement for the courts, floodlights and fencing will be the responsibility of the City and funded via the Sinking Fund. b) Subject to Special Condition 20, item 7, the Lessee's portion of financial responsibility relating to the bore will be reflected in the Sinking Fund. c) If there is a shortfall of money, the Lessor will be responsible. However, if the shortfall is due the Lessee not undertaking all necessary maintenance of any of the courts, floodlights and fences, the Lessee will be responsible for the shortfall. d) The Sinking Fund is subject to review after the first 3 years and every 5 years thereafter. e) The Sinking Fund can be used for the repair of courts. f) Any future courts and infrastructure constructed and completed within the Leased Premises will, from completion, be included in the Sinking Fund Schedule, and the sinking fund fee contributions will be adjusted accordingly.
	2. Water Corporation Infrastructure	a) The Parties acknowledge and agree that part of the Premises are located over Water Corporation's sewer and stormwater access and drainage infrastructures as identified in **Appendix 3** (Water Corporation Infrastructure). b) The Lessee agrees that it will not use the affected area of the Premises in a manner inconsistent with the Water Corporation Infrastructure including but not limited to digging in or under the Water Corporation Infrastructure area.
	3. Usage	The Lessee will ensure that the Operator provides the following as part of their booking system: Multi-Sports Courts Booking Priority Hierarchy Where there is a booking conflict on the multi-sports courts (with reasonable notice), the following booking hierarchy shall apply: (i) Two (2) major events per calendar year requiring the exclusive use of the centre, provided a minimum of four (4) months written notice to hirers is given.

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		(ii) International, National or State Tennis tournaments conducted during Summer Season (October - March) only. (iii) North Perth Dynamites Netball Club between the hours of 3pm – 8.00pm, Monday – Thursday. (iv) Lessor approved non-tennis related sporting clubs or association between the hours of 3pm – 8.00pm, Monday – Thursday. (v) Tennis related activities and programs. Conditions of use (i) Courts are to be hired out at the discount rate referenced in Special Condition 21 item 4, to lessor approved sporting clubs or associations, including North Perth Dynamites Netball Club (ii) Basketball is only permitted on: Monday – Saturday between 7am and 7pm Sundays between 9am – 7pm Court hours per annum may be reviewed annually on 1 July each year, subject to the prior written approval of the Lessor.
	4. Approved Club Hire Rate - Court hire fee for lessor approved sporting clubs or associations.	<u>The Lessee will ensure that the Operator applies the following conditions for this category of hirers:</u> The court hire fee applicable to lessor approved sporting clubs or associations must not exceed $15 per hour for a maximum of 3,328 hours in any financial year. *The court hire fee may be reviewed annually on 1 July each year, subject to the prior written approval of the Lessor. In considering any proposed increase, the Lessor may have regard to CPI, prevailing community court hire rates and the community benefit intended to be provided under this Lease*

First 6 months of Lease (Rent Free Period) 1 October 2026 – 31 March 2027	Lessor approved sporting clubs or associations will not be required to pay court hire fees for use of the multi-sports courts. The club's use of the courts will remain subject to the agreed booking priority hierarchy and conditions of use.
From 1 April 2027	Lessor approved sporting clubs or associations will be required to

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		pay court hire fees in accordance with the approved club hire rate.
	5. Operator and assignment	The Lessor acknowledges that the Lessee will enter into an occupancy arrangement with an operator (Operator) in respect to tennis coaching and associated or ancillary services at the Premises. This arrangement will be subject to the City's and/or Minister for Land's prior written consent. The Lessee including the Operator must not assign, sublease or licence any part of the Premises without the prior written approval of the Lessor. In the event that the Lessee or Operator proposes to assign, sublease or licence any part of the Premises: a) the Lessee or Operator must prove to the satisfaction of the Lessor that the assignee, sublessee or licensee is a respectable, responsible and solvent person or business capable of adequately carrying out the use permitted to be carried on in the Premises and capable of complying with all of the Lessee's covenants under the lease; b) the Lessee must not be in arrears of the rent and all other monies due under the lease; c) there is no subsisting breach of the lease; d) all costs and expenses relating to the assignment, sublease or licence will be borne by the Lessee or Operator.
	6. Club house facility	a) Clubs rooms are subject to the Permitted Use. b) Any alterations or refurbishment must be with the City's prior written consent.
	7. Bore	a) Lessor will undertake maintenance in accordance with its scheduled maintenance and utilise the allowed amount within the sinking fund. b) Lessee pays electricity for the bore c) Lessee is responsible for all infrastructure connecting to the bore.
	8. Quiet enjoyment	a) The Lessee acknowledges that its quiet enjoyment of the Premises may be affected from time to time by works that the Lessor or its agents may reasonably undertake or facilitate in the vicinity of the Premises that may include but are not limited to: (i) Disruption or closure of roads, reserves and road reserves; (ii) Pedestrian movement and access;

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		(iii) Vehicle movement, access and parking; (iv) Vibration and noise; and (v) Dust and dirt. b) The Lessor will not be liable to compensate the Lessee in the event that the above affects the Lessee's quiet enjoyment of the Premises.

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Appendix 1
Plan of Leased Premises - Robertson Park Tennis Centre

Appendix 2

Sinking fund schedule

Asset Renewal terms

	Renewal term (years)
Multi Sports court renewal	6
Multi sports floodlights	20
Multi sports fencing	20
Multi sports full renewal	25
Tennis court renewal	6
Tennis floodlights	20
Tennis fencing	20
Tennis full renewal	25
Bore	5

Lease Year	Year	Annual	Monthly		Discounted Annual	Discounted Monthly
1	2027	$ 252,726.47	$ 21,060.54	25% of sinking fund applicable	$ 63,181.62	$ 5,265.13
2	2028	$ 260,308.26	$ 21,692.36	50% of sinking fund applicable	$ 130,154.13	$ 10,846.18
3	2029	$ 268,117.51	$ 22,343.13	75% of sinking fund applicable	$ 201,088.13	$ 16,757.34
4	2030	$ 276,161.03	$ 23,013.42	100% of sinking fund applicable		
5	2031	$ 284,445.86	$ 23,703.82	100% of sinking fund applicable		
6	2032	$ 292,979.24	$ 24,414.94	100% of sinking fund applicable		
7	2033	$ 301,768.62	$ 25,147.38	100% of sinking fund applicable		
8	2034	$ 310,821.68	$ 25,901.81	100% of sinking fund applicable		
9	2035	$ 320,146.33	$ 26,678.86	100% of sinking fund applicable		
10	2036	$ 329,750.72	$ 27,479.23	100% of sinking fund applicable		
11	2037	$ 339,643.24	$ 28,303.60	100% of sinking fund applicable		
12	2038	$ 349,832.54	$ 29,152.71	100% of sinking fund applicable		
13	2039	$ 360,327.51	$ 30,027.29	100% of sinking fund applicable		
14	2040	$ 371,137.34	$ 30,928.11	100% of sinking fund applicable		
15	2041	$ 382,271.46	$ 31,855.95	100% of sinking fund applicable		
16	2042	$ 393,739.60	$ 32,811.63	100% of sinking fund applicable		
17	2043	$ 405,551.79	$ 33,795.98	100% of sinking fund applicable		
18	2044	$ 417,718.34	$ 34,809.86	100% of sinking fund applicable		
19	2045	$ 430,249.89	$ 35,854.16	100% of sinking fund applicable		
20	2046	$ 443,157.39	$ 36,929.78	100% of sinking fund applicable		
21	2047	$ 456,452.11	$ 38,037.68	100% of sinking fund applicable		
22	2048	$ 470,145.67	$ 39,178.81	100% of sinking fund applicable		
23	2049	$ 484,250.04	$ 40,354.17	100% of sinking fund applicable		

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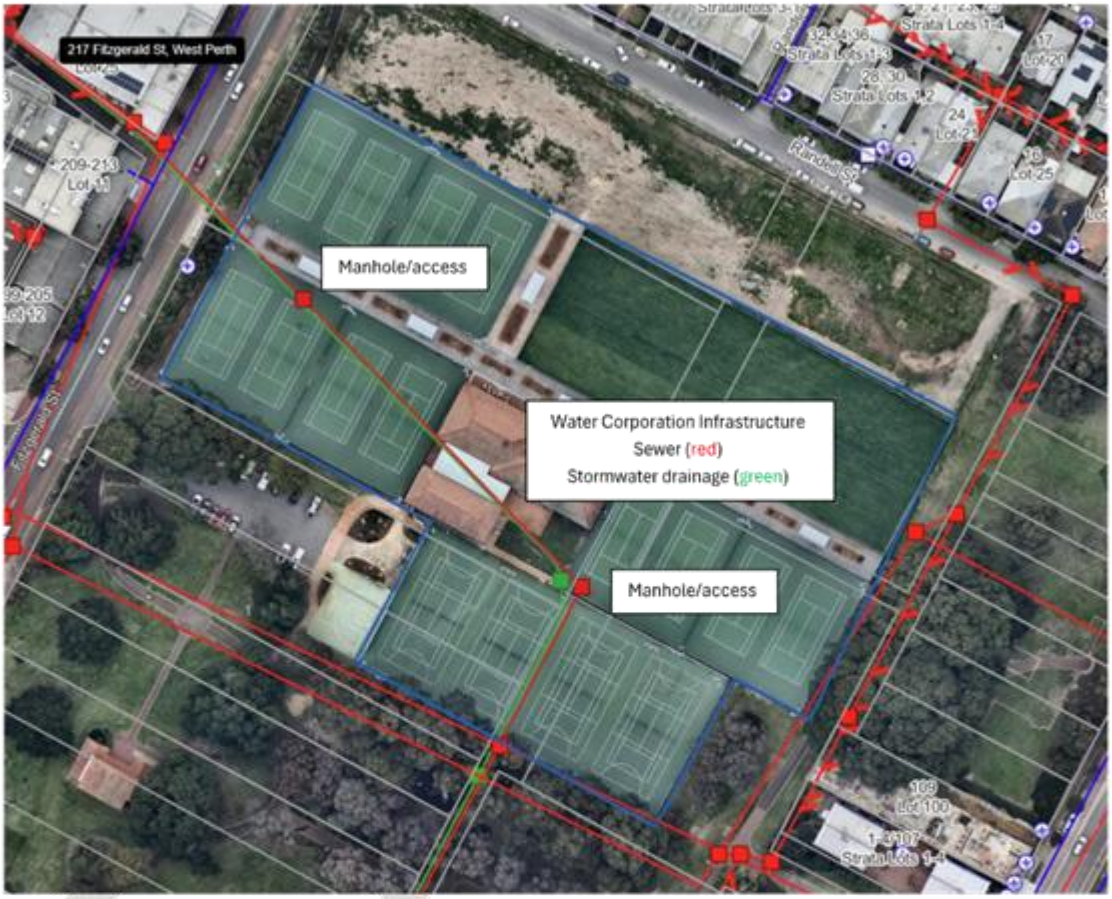
Appendix 3
Water Corporation Infrastructure



Plan of Leased Premises
Robertson Park Tennis Centre

ROBERTSON PARK DEVELOPMENT PLAN

PROPOSED UPGRADES

- New bench seat
- New picnic table
- New public rest room
- New public lighting
- Improved access to public car park
  1. Paint existing pedestrian pathway along the laneway to help with its delineation
  2. Include additional signage delineating the location of public car park

TENNIS PRECINCT

1. Tennis courts – 18 Green Hard Courts:
   - Resurface 12 tennis courts to acrylic hard courts (approx. 6,290m2, nos. 1-8 and 15-18)
   - Convert 7 existing grass courts to 6 hard courts (approx. 5,000m2, nos. 9-14)
2. Multipurpose courts – 4 Acrylic Green Hard Courts:
   - Resurface existing tennis courts to 4 multipurpose courts (approx. 3,042m2)
   - Entrance upgrade (pathway and landscaping)
3. New thoroughfare between tennis courts (10m wide and includes landscaped elements and shade structures from point 7 below)
4. Renew tennis court fencing
   - Perimeter fencing: Chainwire mesh (height 3,600mm)
   - Court divider fencing: Chainwire mesh (height 1,500mm at lowest point)
5. LED lighting for tennis and multi courts
   - Upgrade tennis courts No. 1-8 (34 x 350 LUX I 28 x 7.6m poles)
   - New lighting tennis courts No. 9-18 (40 x 350 LUX I 32 x 7.6m poles)
   - New lighting multipurpose courts No. 1-4 (13 X 250 LUX I13 x 7.6m poles)
   - Utilise / relocate existing light poles where possible
6. Remove all existing shade huts (total 9 huts) and replace with the following:
   - 5 medium shade structures in new thoroughfare (7m x 4m)
   - Verandah extension to existing tennis building (approx. 150m2)
7. Trees and landscaping
8. Hitting wall (tennis)

TURF/ECO AREA

1. Converting 7 existing grass courts to turf and native landscaped areas (approx. 0.8 hectares)
2. New trees - natives (approx.15) (tree species not identified)
3. New footpath (approx. 220m)
4. Rain Garden (native landscaped area used to capture stormwater runoff, treat water pollutants, and allow infiltration back into the ground).

DOG AND LEISURE PARK

1. Wetland heritage trial signage upgrade
2. Remove existing playground and exercise equipment and replace with new nature playground
3. New outdoor gym equipment
4. Footpath extension (approx. 60m)
5. Concrete retaining wall/bench (approx. 30m)
6. Public multi-sports half court (converted from tennis hard court)
7. Repurposed original tennis shelter
8. Hitting wall (soccer/multipurpose)
9. Community garden
10. Extend low level fence
11. New footpath and concrete space (path approx. 60m)
12. Concrete retaining wall/bench (approx. 20m)
13. Relocate fence 0.5m north to provide space for footpath
14. Extend footpath along Stuart Street (1.5m wide I approx. 172m long)
    - retain existing vegetation where possible
    - will likely result in the loss of 5 - 6 car bays (1 - 2 90-degree bays and 4 parallel bays)

Robertson Park Development Plan
176 Fitzgerald Street, Perth WA

CITY OF VINCENT

Robertson Park Tennis Centre
Sinking Fund

Asset Renewal terms

	Renewal term (years)
Multi Sports court renewal	6
Multi sports floodlights	20
Multi sports fencing	20
Multi sports full renewal	25
Tennis court renewal	6
Tennis floodlights	20
Tennis fencing	20
Tennis full renewal	25
Bore	5

Sinking fund fee

3% CPI increase has been applied to the below table

Lease Year	Year	Annual	Monthly		Annual	Monthly
1	2027	$ 252,726.47	$ 21,060.54	25% of sinking fund applicable	$ 63,181.62	$ 5,265.13
2	2028	$ 260,308.26	$ 21,692.36	50% of sinking fund applicable	$ 130,154.13	$ 10,846.18
3	2029	$ 268,117.51	$ 22,343.13	75% of sinking fund applicable	$ 201,088.13	$ 16,757.34
4	2030	$ 276,161.03	$ 23,013.42	100% of sinking fund applicable		
5	2031	$ 284,445.86	$ 23,703.82	100% of sinking fund applicable		
6	2032	$ 292,979.24	$ 24,414.94	100% of sinking fund applicable		
7	2033	$ 301,768.62	$ 25,147.38	100% of sinking fund applicable		
8	2034	$ 310,821.68	$ 25,901.81	100% of sinking fund applicable		
9	2035	$ 320,146.33	$ 26,678.86	100% of sinking fund applicable		
10	2036	$ 329,750.72	$ 27,479.23	100% of sinking fund applicable		
11	2037	$ 339,643.24	$ 28,303.60	100% of sinking fund applicable		
12	2038	$ 349,832.54	$ 29,152.71	100% of sinking fund applicable		
13	2039	$ 360,327.51	$ 30,027.29	100% of sinking fund applicable		
14	2040	$ 371,137.34	$ 30,928.11	100% of sinking fund applicable		
15	2041	$ 382,271.46	$ 31,855.95	100% of sinking fund applicable		
16	2042	$ 393,739.60	$ 32,811.63	100% of sinking fund applicable		
17	2043	$ 405,551.79	$ 33,795.98	100% of sinking fund applicable		
18	2044	$ 417,718.34	$ 34,809.86	100% of sinking fund applicable		
19	2045	$ 430,249.89	$ 35,854.16	100% of sinking fund applicable		

20	2046	$ 443,157.39	$ 36,929.78	100% of sinking fund applicable		
21	2047	$ 456,452.11	$ 38,037.68	100% of sinking fund applicable		
22	2048	$ 470,145.67	$ 39,178.81	100% of sinking fund applicable		
23	2049	$ 484,250.04	$ 40,354.17	100% of sinking fund applicable		

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