

Indiana Tea House Redevelopment Parameters – as endorsed by Council at 25 June Ordinary Council Meeting

The following Indiana Tea House Redevelopment Parameters are intended to provide a guide to the Town's requirements for an acceptable form of redevelopment of the Indiana Tea House Premises, for the purposes of Community Consultation. However, the parameters are not intended to be an exhaustive statement of potential requirements that may apply to any future redevelopment. The Town reserves the right to impose further requirements in its capacity as management body and lessor of the Premises having regard to the nature and extent of any redevelopment proposal and other relevant circumstances.

Use:

Site to be used for food and beverage offerings (restaurant, café, kiosk), beach related retail (as agreed with the Town) and such other uses as agreed with the Town; tavern, hotel and short stay accommodation uses are not supported;

Built form:

Increases in height, bulk and scale must be accompanied by significant community benefit, to the satisfaction of the Town.

Redevelopment must sit within current lease boundaries, be consistent with underlying principles of the Foreshore Masterplan and be physically integrated with it; redevelopment to the east of the existing building is to focus on improving the interface with Marine Pde and providing public access.

The Town has a strong preference for a fit-for-purpose boatshed within the existing footprint; if the boatshed is to be relocated, the

proponent is to assume all costs and risks associated with the relocated boatshed.

Rent:

The Proponent shall commit to payment of rent that reflects the commercial land value for the proposed use.

Risk:

Proponent is to assume all risks and costs associated with protecting the site from coastal hazards, including those currently existing and those identified during the term of the lease.

Proponent is to provide security, to the satisfaction of the Town, for risks assumed under the redevelopment proposal and the cost of rehabilitation of the site and the boatshed site, at the end of the lease.

Term:

The proposed Lease term is to reflect the value of the proposed investment and the community benefit, but in any event shall not exceed 50 years.

Parking:

The proponent shall fund the full cost, as determined by the Town, in providing adequate additional parking within the foreshore area, to accommodate expected increased patronage from the redevelopment.

Environmental and heritage issues:

All existing Norfolk Island Pines and other trees specified by the Town within the lease area are to be protected and maintained at the Proponent's cost during the term of the lease.

The redevelopment proposal is to set out how environmental and heritage issues raised by redevelopment are to be resolved, to the Town's satisfaction.

Costs associated with construction

The Proposal shall include provision for public toilets and changerooms throughout the construction period, at the Proponent's cost. All other costs associated with construction are to be met by the Proponent.

Lease Terms and Conditions from the State Government

The proponent commits to accept that all terms and conditions imposed by the State in relation to the head lease between the State and Town of Cottesloe will be reflected in any sub lease or licence between the Town and the proponent.