

Ordinary Meeting of Council

Pannawonica



Attachments Part B – Public Document 16 September 2015

Mayu Maya Centre/Barry Lange Centre
Pannawonica
1.00pm



The Shire of Ashburton 10 year Community Strategic Plan (2012-2022) provides focus, direction and represents the hopes and aspirations of the Shire.

Our Vision

The Shire of Ashburton will be a vibrant and prosperous place for work, leisure and living



Our Mission

Working together, enhancing lifestyle and economic vitality



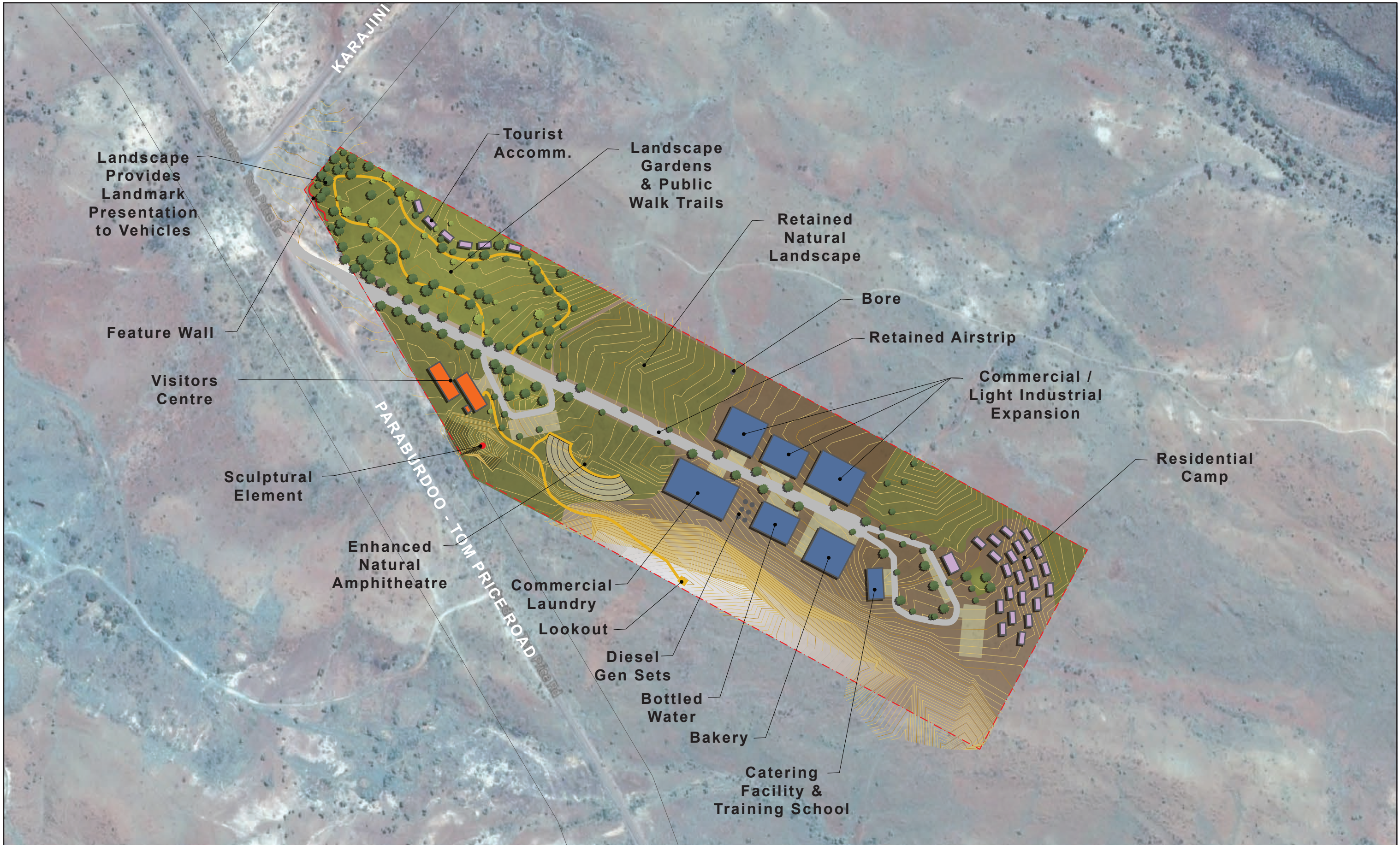
Community Goals

- Vibrant and Active Communities
- Economic Prosperity
- Unique Heritage and Environment
- Distinctive and Well-services Places
- Inspiring Governance

Future Focus


The next four years will see a strong focus on:

1. Community inclusion and participation
2. Provision of infrastructure that enables economic strength
3. Economic strength
4. Organisation stability
5. Staying ahead of the game
6. Development of our governance



Development Concept

Tom Price RFDS Airstrip Sustainable Business Park

0 50 100m 
 Project Manager: AMH Date: 9 January 2015
 Drawn: OP Scale: 1:5,000 @ A3
 Checked: AMH Drawing No. 714-338 CP 4 A



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The Planning Group WA Pty Ltd
 ABN 36 097 273 222

SHIRE OF ASHBURTON

**TOWN PLANNING
SCHEME NO. 7**

Amendment No. 28

Prepared by: TPG Town Planning,
Urban Design & Heritage

On behalf of: Eastern Guruma Pty Ltd

FORM 1C

PLANNING AND DEVELOPMENT ACT 2005
RESOLUTION DECIDING TO AMEND A LOCAL PLANNING SCHEME
SHIRE OF ASHBURTON
TOWN PLANNING SCHEME NO. 7 - AMENDMENT NO. 28

RESOLVED that the Council, in pursuance of Section 75 of the *Planning and Development Act 2005*, amend the above local planning scheme by:

- a. Rezoning Lot 111 Tom Price – Paraburdoo Road from ‘Rural’ to ‘Special Use’ zone;
- b. Inserting the following provisions into Appendix 3 of the Scheme:

No.	Description of Land	Special Use	Conditions
3	Lot 111 Tom Price – Paraburdoo Road, Tom Price	Bakery Commercial laundry Exhibition, display and outdoor sales facility (nursery) Holiday accommodation Industry – extractive (bottled water) Reception centre (amphitheater) Restaurant Storage facility/depot/laydown area Training centre Transient workforce accommodation Visitor centre Warehouse (food and beverage distribution) Workshop (housing maintenance and construction)	The use of the land shall generally be in accordance with a Local Government approved Masterplan that addresses but not be limited to land use, urban design, carparking, landscaping and integration within the site

- c. Amending the Scheme Maps accordingly.

PLANNING AND DEVELOPMENT ACT 2005
SHIRE OF ASHBURTON
TOWN PLANNING SCHEME NO. 7 - AMENDMENT NO. 28
SCHEME AMENDMENT REPORT

Introduction

The purpose of this Scheme Amendment is to facilitate the development of a Sustainable Business Precinct by including the subject site within a 'Special Use' zone that permits a range of tourism, accommodation, commercial and light industrial land uses, integrated across the site in a carefully considered manner.

Subject Site

The subject site is described as Lot 111 on Plan 194119, Certificate of Title 3089/532 and is unallocated Crown land. Eastern Guruma hold a Deed of Option to Lease from the Department of Lands. The Deed allows Eastern Guruma to progress planning and development of the land and will ultimately allow secure tenure.

The site comprises approximately 35 hectares and is strategically located adjacent to a major intersection and route between Tom Price and Karijini National Park, approximately 10 kilometres south-east of Tom Price. The site is largely vacant and was previously used as the Royal Flying Doctor Service airstrip. The land is occasionally used as an informal road train assembly and camping area.

There are no easement or title encumbrances that impact the proposed Scheme Amendment.

A Location and Site Plan is contained within Appendix A.

Strategic Planning Framework

Shire of Ashburton Tourism Destination Development Strategy

The Shire of Ashburton's Tourism Destination Development Strategy (Strategy) has established objectives that seek to:

- *Increase tourism productions;*
- *Improve quality and value;*
- *Enhance infrastructure that support tourism;*
- *Improve visitor servicing in particular delivery of visitor information;*
- *Create new experiences that will attract visitors and encourage existing visitors to stay longer; and*
- *Create a positive image of Aboriginal tourism in the region.*

The Strategy further details various goals and sets measure for the success in meeting those goals. Relevant goals to the proposed Scheme Amendment area:

Goal – to increase the number of local visitor industry jobs.

Measure – growth in tourism and hospitality employment within the Shire.

Goal – To increase the level of visitor industry investment within the Shire.

Measure – growth in tourism and hospitality investment.

In addition to these goals, the Strategy makes a number of recommendations relevant to the proposed Scheme Amendment, including:

“Recommendation 21: for the Shire to support local tourism industry marketing initiatives and to actively cooperate and network with complementary and neighbouring tourism industry. Leaders within the local tourism industry to become actively involved in a number of tourism industry groups and associations and the Shire to be an active driver of networking amongst the various Pilbara and neighbouring region.

Recommendation 39: the Shire to investigate the development of unique visitor experiences focusing upon:

-...

- *Indigenous culture based visitor experiences.*

-..."

The proposed Scheme Amendment is considered to meet the objective of the Strategy by directly contributing to a number of its specific goals and recommendations.

Proposed Scheme Amendment

The intent for the subject site is to create an integrated Sustainable Business Precinct that is based on cultural and environmental awareness, tourism, and industry. Eastern Guruma envision a number of tourism, commercial and light industrial, and accommodation components, which will serve the local community and mining industry.

In order to regulate the development of the subject site, the Scheme Amendment proposes the following:

- a. Rezoning Lot 111 Tom Price – Paraburdoo Road from 'Rural' to 'Special Use' zone;
- b. Inserting the following provisions into Appendix 3 of the Scheme:

No.	Description of Land	Special Use	Conditions
3	Lot 111 Tom Price – Paraburdoo Road, Tom Price	Bakery Commercial laundry Exhibition, display and outdoor sales facility (nursery) Holiday accommodation Industry – extractive (bottled water) Reception centre (amphitheater) Restaurant Storage facility/depot/laydown area Training centre Transient workforce accommodation Visitor centre Warehouse (food and beverage distribution) Workshop (housing maintenance and construction)	The use of the land shall generally be in accordance with a Local Government approved Masterplan that addresses but not be limited to land use, urban design, carparking, landscaping and integration within the site

- c. Amending the Scheme Maps accordingly.

The proposed mix of Special Uses would allow the development of the land generally in accordance with the Development Concept Plan and Structuring Principles Plan contained within Appendix B.

Appropriateness of Land Uses

The envisaged future development includes:

Tourism

- A visitors centre that seeks to inform visitors of the Indigenous heritage of Tom Price and the wider Pilbara region, as well as the landscape, native plants and animals, and the role of the mining industry in the ongoing development of the region.
- A retained native landscape area with walk trails and interpretive signage that focus on providing an Indigenous culture based visitor experience. The garden will encompass native flora and fauna and will enhance the education experience of the visitor centre.
- A native plant nursery to provide an array of plant species that are endemic to the Tom Price area and can be used for mine site rehabilitation. The nursery may also produce native fruits and herbs for supply to the local markets.
- An enhanced natural amphitheatre. The subject site enjoys views over the hills in the distance which makes for picturesque scenery. The natural slope of the land is to be enhanced to create a natural amphitheatre where visitors can take in the view, and may also host cultural celebrations.

Accommodation

- Tourist accommodation to provide an opportunity for tourists (or workers and their families) travelling through the region, particularly through Karijini National Park, to stay overnight or a few days. Envisioned development includes self contained cabins, camping grounds and caravan sites. There would be basic facilities for campers as required, including somewhere to cook and wash.
- A residential camp to provide temporary on-site accommodation for workers of some of the envisaged businesses. Although the proposed use of the accommodation best fits within the Scheme definition of 'Transient Workforce Accommodation' (TWA), it does not easily fit within the guidelines established within the Shire of Ashburton Local Planning Policy 13 – TWA, nor is it envisaged as a typical operational/ construction camp.

It is anticipated that many of the uses on site will operate during business hours so that local mums or dads with kids at school could be employed within the Sustainable Business Precinct. The majority of the operational workforce, therefore, would not be housed on-site; only legitimate transient workers engaged to support operations during periods of short-term peaks or at times of cultural significance when the regular workforce may not be available. This aspect of the proposal may be considered further during the preparation of the Masterplan.

Commercial/ Light Industrial

- A bottled water production facility to service local commercial clients. The proponents have undertaken exploratory drilling and water sampling on the subject site to confirm that there is sufficient potable water available.
- A commercial laundry servicing the local mining industry. The proposal aims to establish a local service that is otherwise outsourced to other regional centres.

- A bakery for commercial production to provide fresh bread products to the local market which is otherwise imported from other regional and metropolitan centres.
- A catering and training facility integrated with the kitchen and dining facility of the residential camp. The facility aims to provide an opportunity for people to up-skill in the industry of hospitality (including catering and cooking), and increase local capability.
- Warehouse for food and beverage distribution. The warehouse will support on-site produced products (bottled water and bakery products) and locally grown and imported fruit, vegetables, and fruit juice and toilet paper for storage and distribution to local mining camps.
- Workshop and laydown area for housing maintenance and construction works in the Pilbara. The business will employ local people and will also construct the development of the proposed Sustainable Business Precinct.

Whilst each of the envisaged land uses can be considered for approval under the site's current zoning of 'Rural', their unique mix, density and integration within the site requires additional consideration that will be addressed through a Masterplan. The Scheme Amendment provides the statutory framework for the preparation and endorsement of a Masterplan within a Special Use zoning.

Servicing

The activities carried out on the site aim to be fully self-supplied in terms of servicing, for example bio-diesel generators for power supply, and recycling of wastewater on-site for reuse in irrigation. Bore works are already complete on-site for water supply.

Site Planning and Design

Development of the subject site is envisaged to display innovative building methods that are most suited to the Pilbara, being highly thermal efficient design that is not only cheaper to run, but cheaper to build. The designs of the buildings are also envisaged to reflect and blend seamlessly into the surrounding environment.

Commercial and light industrial land uses are envisaged towards the rear of the site, with tourism and visitor facilities being concentrated towards the street front. The former airstrip is to remain as an access road for the Precinct. An entry statement that boasts the Precinct's logo and Indigenous culture is also envisaged adjacent to the road intersection to attract passer-bys to stop and visit the Precinct, and learn about what the region offers.

Site planning and land use integration will be detailed as part of the Masterplan prior to any development or other statutory planning approval being issued.

Condition of Special Use: Development Control and Premise for a Masterplan

A further layer of statutory planning and policy control will be required to ensure that future development and use of the land remains in accordance with agreed planning outcomes. A Masterplan is considered to provide the appropriate level of detail required to guide future development of the site in an integrated and orderly manner.

The proposed Scheme Amendment will create the statutory planning framework necessary to enable the preparation and adoption of a Masterplan. The Masterplan would be submitted to the Shire for assessment and endorsed by the Council prior to taking effect. The Masterplan would act as a guiding document for the future

development of the subject site and any amendments to the Masterplan would follow the Scheme's procedure for making or amending a local planning policy.

Whilst similar in focus, the Masterplan is not intended to provide the comprehensive detail as is expected under the Scheme for Development Plans for urban, industrial, mixed use or rural settlement developments. However, matters such as the impact of development on the natural environment (including management if applicable), and the visual amenity and method of carrying out development, will be addressed through any future development or other planning approval when considering the merits of individual proposals.

A Development Concept Plan has been prepared to accompany the Scheme Amendment, and will be the basis for preparing a Masterplan. It should be noted however that the Development Concept Plan is indicative only and is being advertised as part of the Scheme Amendment to illustrate to the wider public the intention for the site. However, the Development Concept Plan holds no statutory weight for future development.

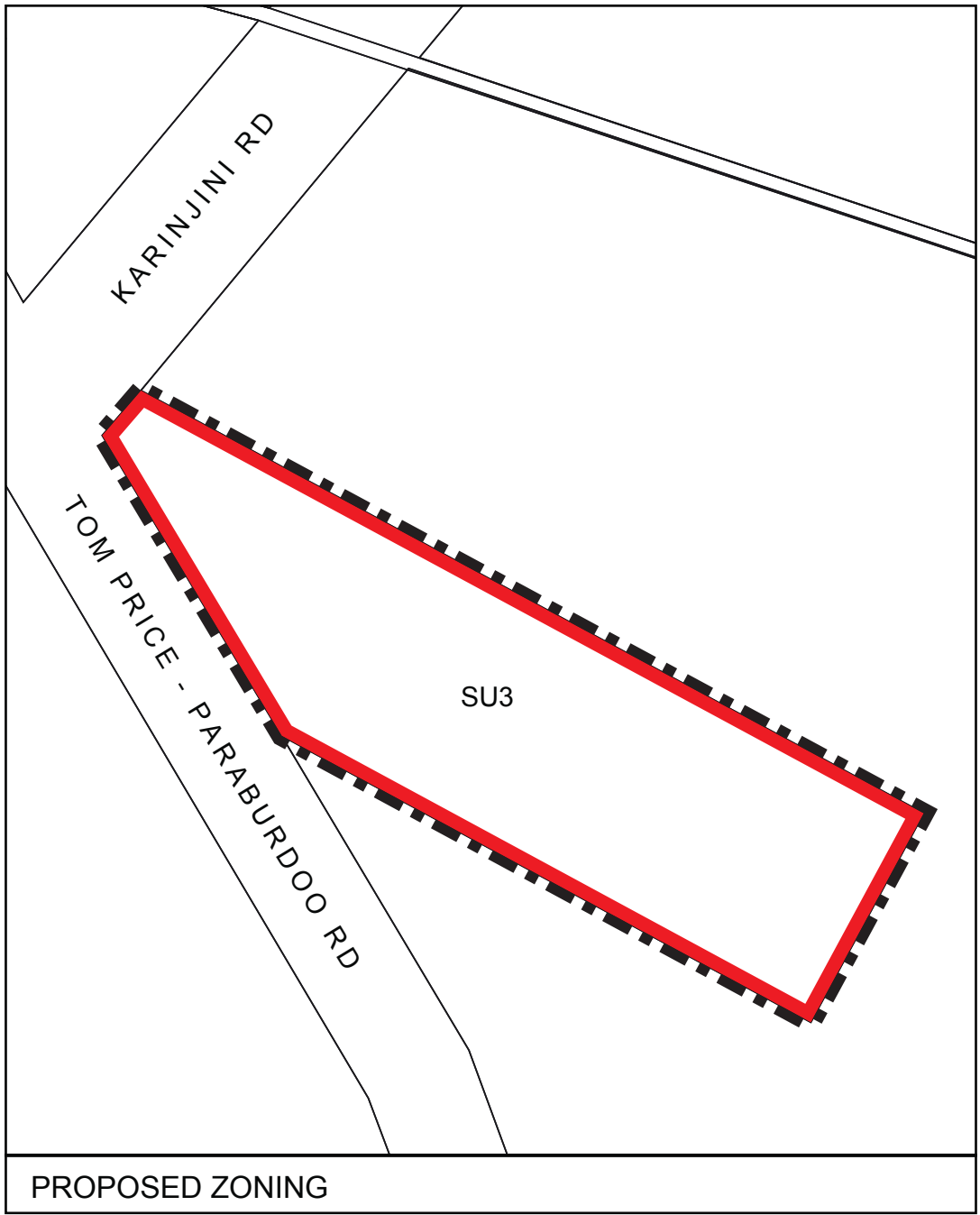
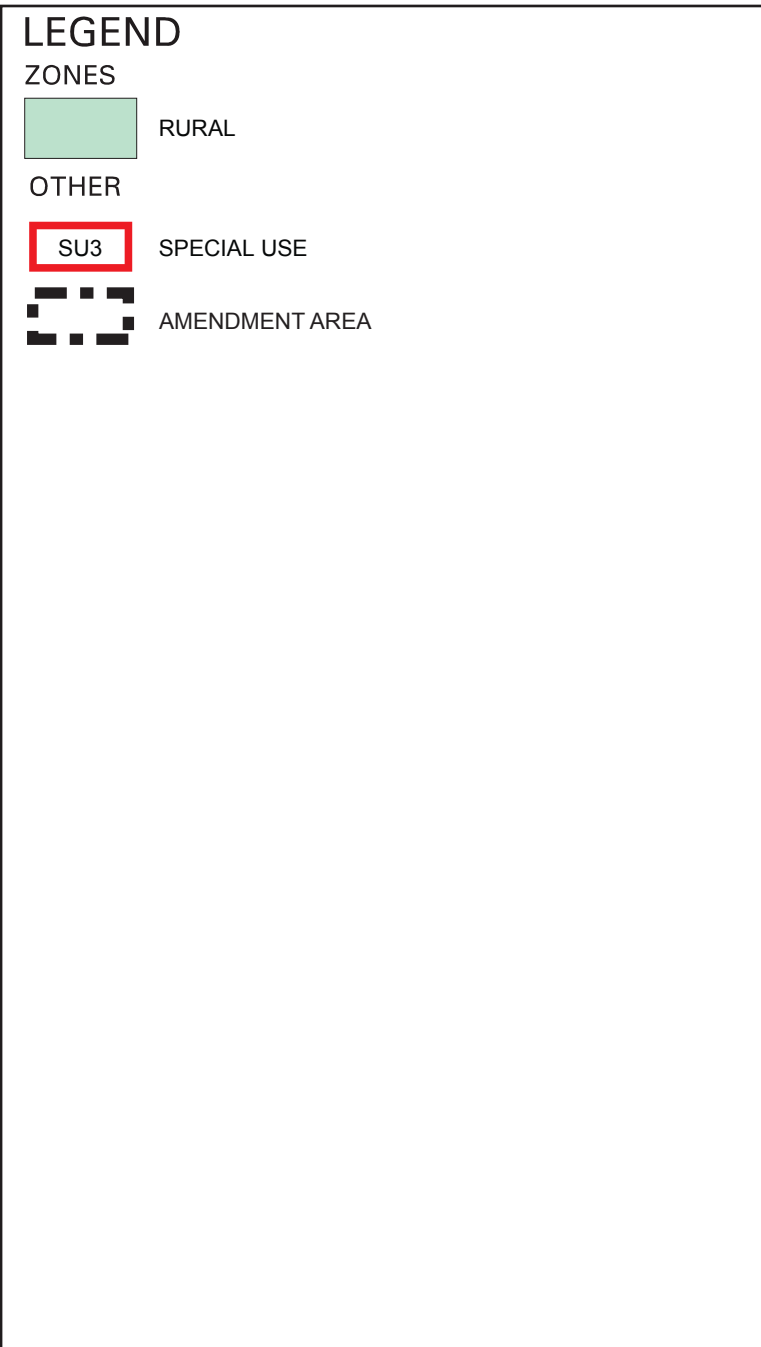
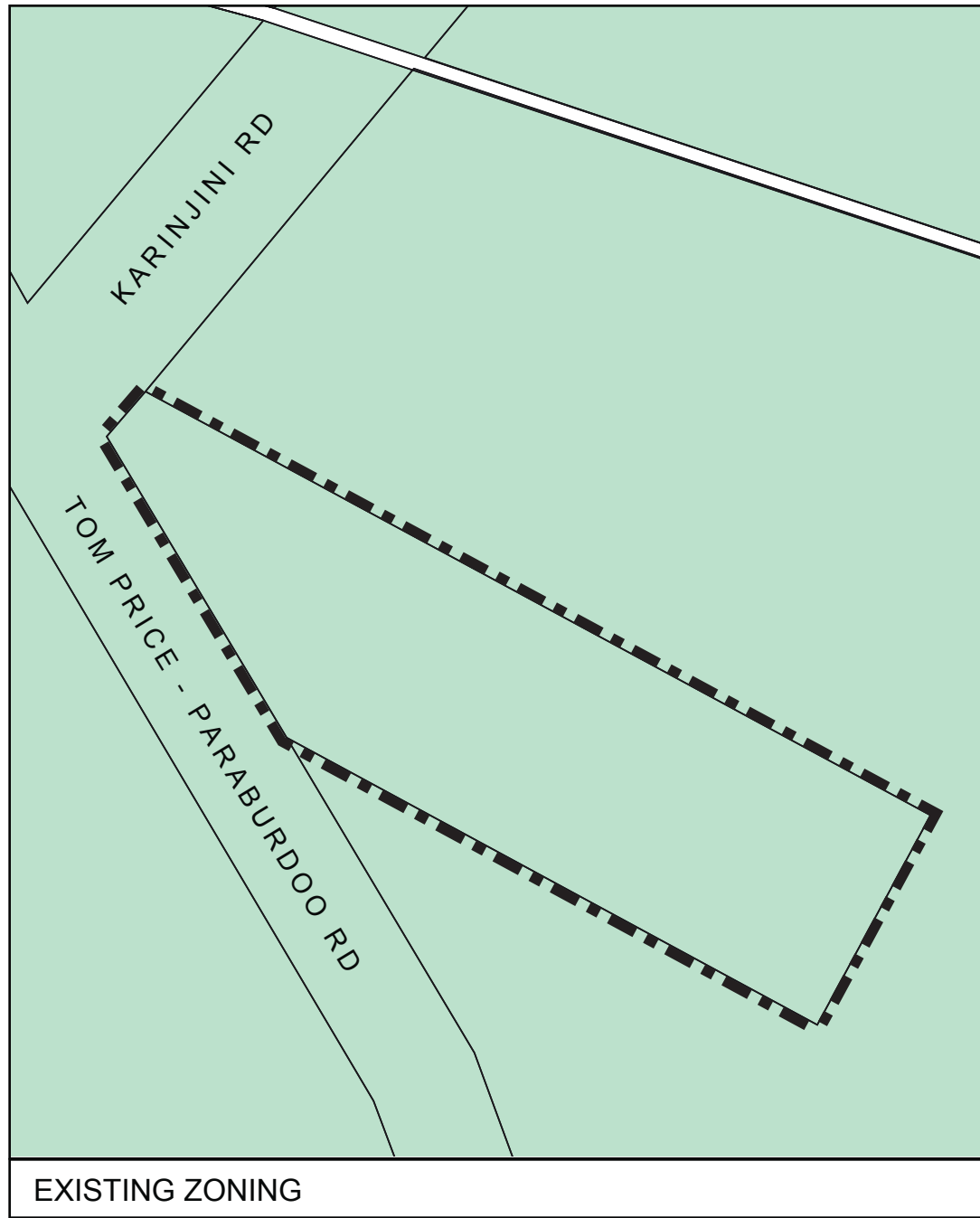
Orderly and proper planning

The proposed Scheme Amendment accords with the principles of orderly and proper planning, in that it will facilitate the:

- Development of a site that is strategically located to provide a new tourist destination and uses that are consistent with the objectives of the Shire of Ashburton Tourism Destination Development Strategy;
- Creation of a sustainable business precinct with a unique mix of land uses that will assist in developing economic diversity in the region;
- Growth of local supply chains and local capability, thereby supporting community services; and
- Preparation of an additional level of planning to ensure that any future development is consistent with agreed planning outcomes, including land use integration, car parking, visual amenity and landscaping.

Conclusion

The Scheme Amendment will facilitate the future development of a Sustainable Business Precinct on Lot 111 Tom Price – Paraburdoo Road, Tom Price. The envisaged development meets the adopted strategic goals of the Shire of Ashburton's Tourism Destination Development Strategy, and if implemented generally in accordance with the indicative Development Concept Plan, will add a valuable asset to the Shire area.



ADOPTION

ADOPTED BY RESOLUTION OF THE SHIRE OF ASHBURTON AT THE ORDINARY MEETING OF THE COUNCIL HELD ON THE _____ DAY OF _____ 201_____

SHIRE PRESIDENT

CHIEF EXECUTIVE OFFICER

FINAL APPROVAL

1. ADOPTED FOR FINAL APPROVAL OF THE SHIRE OF ASHBURTON AT THE ORDINARY MEETING OF COUNCIL HELD ON THE _____ DAY OF _____ 201_____

THE COMMON SEAL OF THE SHIRE OF ASHBURTON WAS HEREUNTO AFFIXED BY AUTHORITY OF A RESOLUTION OF THE COUNCIL IN THE PRESENCE OF

_____ CHIEF EXECUTIVE OFFICER

SHIRE PRESIDENT

2. RECOMMENDED/ SUBMITTED FOR FINAL APPROVAL BY THE WESTERN AUSTRALIAN PLANNING COMMISSION

_____ DELEGATED UNDER S.16 OF THE P&D 2005

_____ DATE

3. FINAL APPROVAL GRANTED

_____ MINISTER FOR PLANNING

_____ DATE

SEAL

PLANNING AND DEVELOPMENT ACT 2005

SHIRE OF ASHBURTON

TOWN PLANNING SCHEME NO.7
AMENDMENT NO. 28

TEXT MODIFICATION PAGE/ FINAL ADOPTION

PLANNING AND DEVELOPMENT ACT 2005**SHIRE OF ASHBURTON****TOWN PLANNING SCHEME NO. 7 - AMENDMENT NO. 28**

The Shire of Ashburton under and by virtue of the powers conferred upon it in that behalf by the *Planning and Development Act 2005* hereby amends the above local planning scheme by:

- a. Rezoning Lot 111 Tom Price – Paraburdoo Road from ‘Rural’ to ‘Special Use’ zone;
- b. Inserting the following provisions into Appendix 3 of the Scheme:

No.	Description of Land	Special Use	Conditions
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- c. Amending the Scheme Maps accordingly.

Adopted by resolution of the Council of the Shire of Ashburton at the Ordinary meeting of the Council held on the 18th day of February 2015

.....
SHIRE PRESIDENT

.....
CHIEF EXECUTIVE OFFICER

Adopted for final approval by resolution of the Shire of Ashburton at the meeting of the Council held on the _____ day of _____ and the Common Seal of the Shire of Ashburton was hereunto affixed by the authority of a resolution of the Council in the presence of:

.....
SHIRE PRESIDENT

.....
CHIEF EXECUTIVE OFFICER

Recommended/Submitted for final approval

.....
DELEGATED UNDER S.16 OF
PD ACT 2005

DATE

Final Approval Granted

.....
MINISTER FOR PLANNING

DATE

Appendix A – Location and Site Location Plan



Figure 1

LOCATION PLAN

Lot 111 Tom Price-Paraburdoo Rd, Mount Sheila

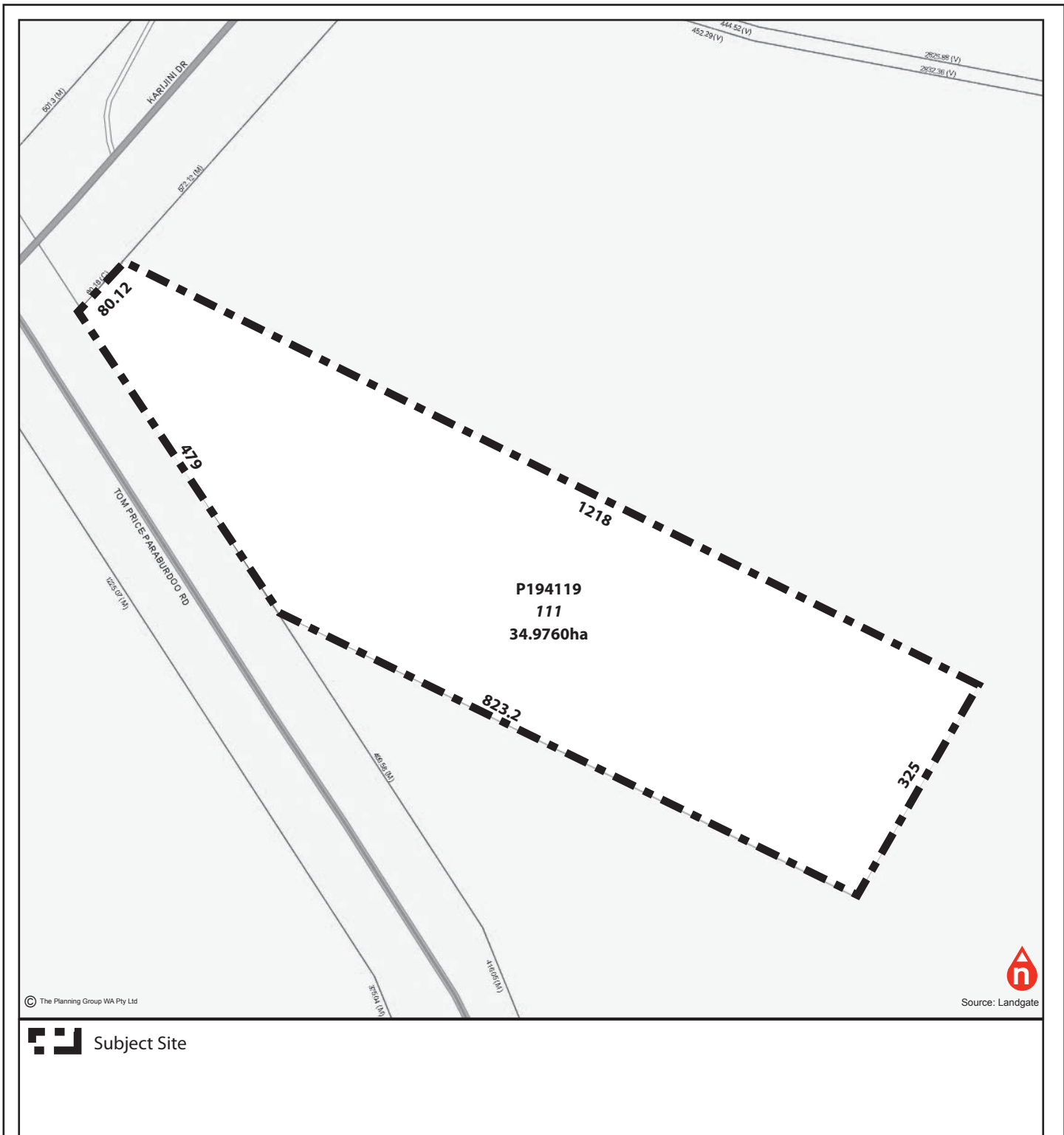
Date: 26 May 2014 Project Manager: CH Checked: CH
 Scale: NTS @ A4 Drawn: GW
 Drawing No. 714-338 PS paraburdoo rd.ai



TOWN PLANNING
 URBAN DESIGN AND HERITAGE

This concept has been prepared for the purpose of meeting client specifications. The drawing does not constitute an invitation, agreement or contract (or any part thereof) of any kind whatsoever. Although care has been taken in the compilation of this drawing by The Planning Group WA Pty Ltd, and all parties associated with the proposed property development disclaim all responsibility for any errors or omissions. The right is reserved to change the plan at any time. Liability is expressly disclaimed by The Planning Group WA Pty Ltd for any loss or damage which may be sustained by any person acting on any visual impression gained from this drawing.

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 The Planning Group WA Pty Ltd ABN 36 097 273 222




 Subject Site

Figure 3

SITE PLAN

Lot 111 Tom Price-Paraburdoo Rd, Mount Sheila

Date: 26 May 2014 Project Manager: CH Checked: CH
 Scale: NTS @ A4 Drawn: GW
 Drawing No. 714-338 PS paraburdoo rd.ai

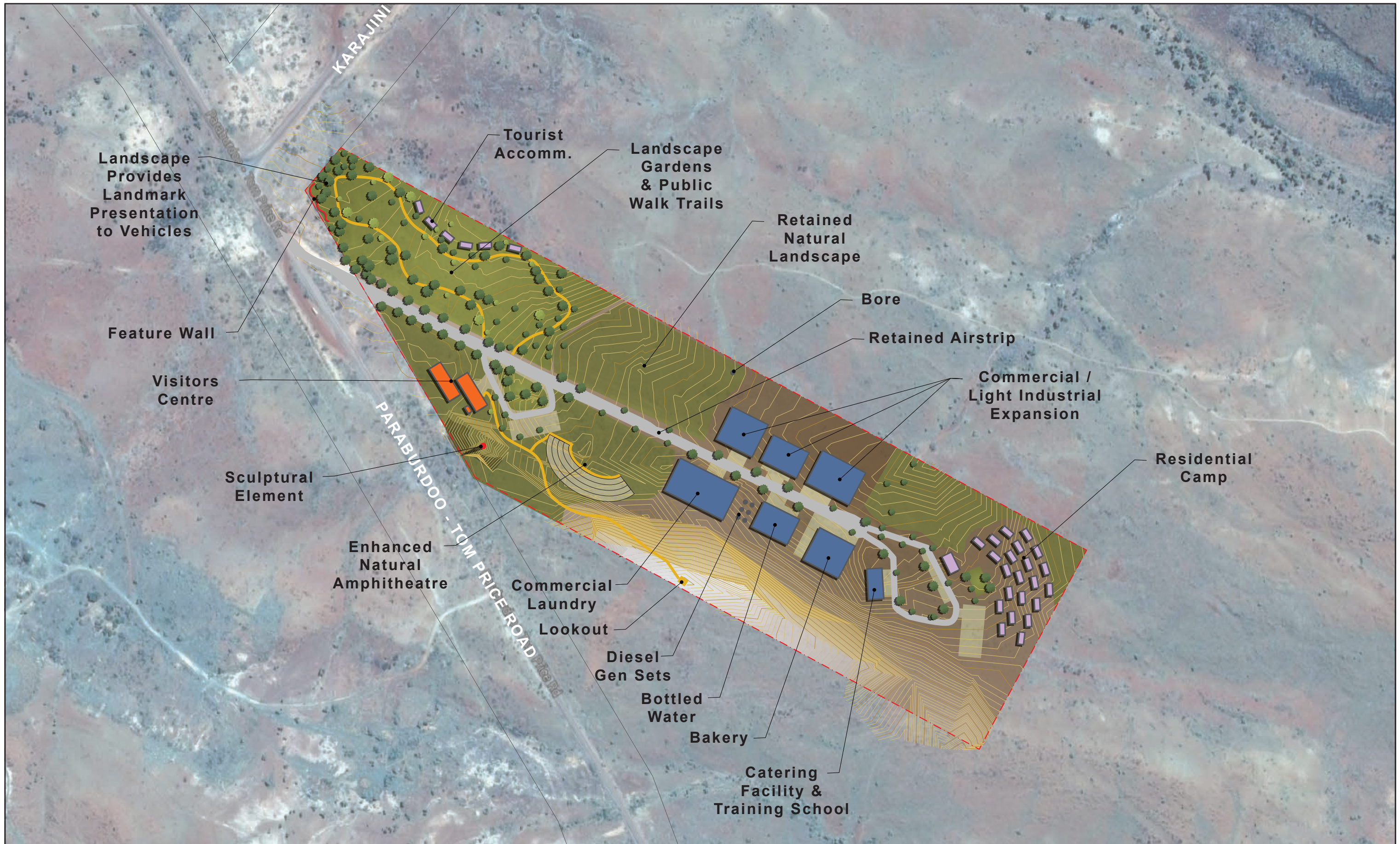


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Appendix B – Development Concept Plan and Structuring Principles Plan



Development Concept

Tom Price RFDS Airstrip Sustainable Business Park

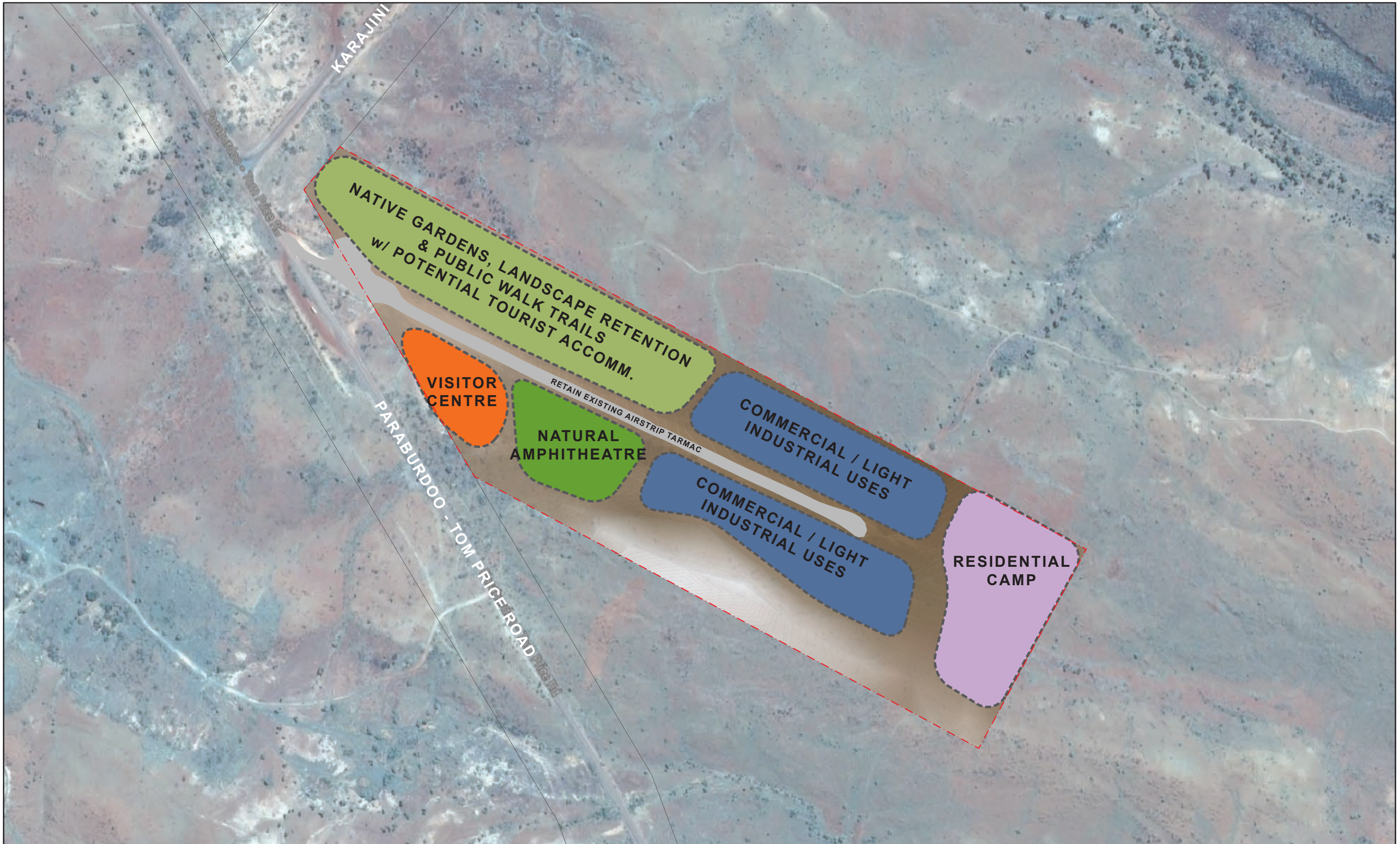
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Project Manager: AMH Date: 9 January 2015
 Drawn: OP Scale: 1:5,000 @ A3
 Checked: AMH Drawing No. 714-338 CP 4 A




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Structuring Principles Plan

Tom Price RFDS Airstrip Sustainable Business Park

0 50 100m 

Project Manager: AMH Date: 8 January 2015
 Drawn: OP Scale: 1:5,000 @ A3
 Checked: AMH Drawing No. 714-338 CP 3 A



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LEGEND

- TYPICAL SITE LAYOUT (10m x 10m)
- SYNTHETIC GRASS OR CONCRETE AREA (3.7m x 5m)
- NOTE: LOCATION AND SIZE WILL VARY DUE TO SITE SHAPE
- PROPOSED RELOCATABLE CABIN
- PROPOSED LONG TERM SITE No. 1
- PROPOSED SHORT TERM SITE No. 1
- PROPOSED NON-POWERED SHORT TERM SITE No. 1
- PROPOSED RAISED KERB
- PROPOSED BOOM GATE
- PROPOSED GAS STORAGE
- PROPOSED SEWER PUMP STATION
- PROPOSED BARBECUE AREA
- PROPOSED POWER HEAD
- PROPOSED STORMWATER PIT
- PROPOSED LANDSCAPING
- PROPOSED BITUMEN SEALED ROADWAY
- PROPOSED CONCRETE FOOTPATH
- PROPOSED 31KVA ELECTRICAL TRANSFORMER
- PROPOSED 1.8m HIGH COLOURBOND FENCING
- PROPOSED 1.8m HIGH CHAINMESH FENCING TO THE SHIRE OF ASHBURTON SPECIFICATIONS
- EXISTING TREE
- PROPOSED GIVE WAY SIGN



REVISION	AMENDMENTS	DATE	APP'D	SURVEYOR
A	ISSUE FOR REVIEW AND COMMENT	27.02.15	M.W.	
B	ISSUE FOR REVIEW AND COMMENT - MANAGERS RESIDENCE COMPL EX AMENDED	03.03.15	M.W.	
C	ISSUE FOR REVIEW AND COMMENT - AMENDED CHANGES FOLLOWING REVIEW MEETING	12.03.15	M.W.	
D	ISSUE FOR REVIEW AND COMMENT - AMENDED CHANGES FOLLOWING COUNCIL MEETING	02.04.15	M.W.	
E	90% DETAIL DESIGN FOR REVIEW & COMMENT	02.06.15	M.W.	
F	ISSUE FOR TENDER	15.07.15	M.W.	

CLIENT:

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83 - 89 Remnick Street, Redfern NSW 2016
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SOUTH COAST OFFICE
49 Berry Street, Nowra NSW 2541
Tel (02) 44 230 566 Fax (02) 44 233 228
E : info@miengineers.com
W : www.miengineers.com

PROJECT : OCEAN VIEW CARAVAN PARK, ONSLOW
RE-DEVELOPMENT PROJECT

DRAWING NAME : MASTER PLAN

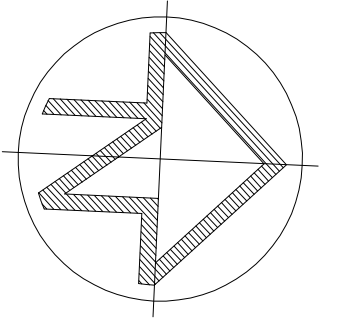
DESIGNED:	M.W.	DRAWN:	A.S.	APPROVED:	G.S.
SHEET SIZE:	A1	SCALE:	1:500	DATE:	15.07.15
DRAWING NUMBER:	DN140178/LP00	REVISION:	F		

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LOT 312 TO BE UTILISED FOR NON-POWERED CAMPING SITES AND WASTE COLLECTION AREA WITH GATED ACCESS TO SECOND AVENUE

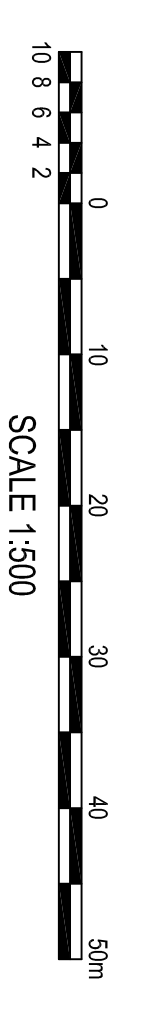


DO NOT SCALE



LEGEND

- PROPOSED NEW BUILDING
- EXISTING CARAVAN PARK ROADWAYS
- TYPICAL SITE LAYOUT (10m x 10m)
- SYNTHETIC GRASS OR CONCRETE AREA (3.7m x 5m)
- NOTE: LOCATION AND SIZE WILL VARY DUE TO SITE SHAPE
- PROPOSED RELOCATABLE CABIN No. 1
- PROPOSED LANDSCAPING
- PROPOSED BITUMEN SEALED ROADWAY
- PROPOSED CONCRETE FOOTPATH
- EXISTING LONG TERM SITE No. 1
- EXISTING SHORT TERM SITE No. 1
- EXISTING CABIN SITE No. 1
- PROPOSED SHORT TERM SITE No. 1
- PROPOSED RELOCATABLE CABIN No. 1
- PROPOSED FUTURE CABIN SITES
- PROPOSED BOOK GATE
- PROPOSED GAS STORAGE
- PROPOSED SEWER PUMP STATION
- PROPOSED BARBECUE AREA
- PROPOSED 1.2m HIGH COLORBOND FENCE
- PROPOSED 1.8m HIGH CHAIN MESH FENCING TO THE SHIRE OF ASHBURTON'S SPECIFICATIONS
- PROPOSED 316SS ELECTRICAL TRANSFORMER
- EXISTING TREE
- PROPOSED GIVE WAY SIGN
- PROPOSED GIVE WAY SIGN



REVISION	AMENDMENTS	DATE	APP'D	SURVEYOR	CLIENT	SYDNEY OFFICE	PROJECT	DESIGNED	DRAWN	APPROVED
A	ISSUE FOR REVIEW AND COMMENT	03.03.15	M.W			SYDNEY OFFICE 83 - 89 Renwick Street, Redfern NSW 2016 Tel (02) 8396 6565 Fax (02) 8396 6564 SOUTH COAST OFFICE 49 Berry Street, Nowra NSW 2541 Tel (02) 44 230 566 Fax (02) 44 233 228 E : info@miengineers.com W : www.miengineers.com	OCEAN VIEW CARAVAN PARK, ONSLOW RE-DEVELOPMENT PROJECT	M.W	A.S	G.S
B	ISSUE FOR REVIEW AND COMMENT - AMENDED CHANGES FOLLOWING REVIEW MEETING	12.03.15	M.W					M.W	A.S	G.S
C	ISSUE FOR REVIEW AND COMMENT - AMENDED CHANGES FOLLOWING COUNCIL MEETING	02.04.15	M.W					A1	1:500	15.07.15
D	90% DETAILED DESIGN FOR REVIEW & COMMENT	02.04.15	M.W							
E	ISSUE FOR TENDER	15.07.15	M.W							

2015.25 ONSLOW CARAVAN PARK - 17/08/15 - DESIGN ISSUE

DRAWING SCHEDULE

A01	Site Plan	17/08/15
A02	Cabin Plans	17/08/15
A03	Cabin Elevations	17/08/15
A04	Universal Access Cabin Plans	17/08/15
A05	Universal Access Cabin Elevations	17/08/15
A06	Office, Residence & Shed Plan	17/08/15
A07	Office, Residence & Shed Roof	17/08/15
A08	Office & Residence Elevations	17/08/15
A09	Shed Elevations	17/08/15
A10	Amenities Plans	17/08/15
A11	Amenities Elevations	17/08/15
A12	Camp Kitchen Plans	17/08/15
A13	Camp Kitchen Elevations	17/08/15



PRELIMINARY



A00 Drawing schedule

ONSLOW CARAVAN PARK

TROPPO ARCHITECTS

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E: perth@tropo.com.au

17/08/15

PRELIMINARY



A01 SITE PLAN

ON SLOW CARAVAN PARK

TROPPO ARCHITECTS

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17/08/15



PRELIMINARY



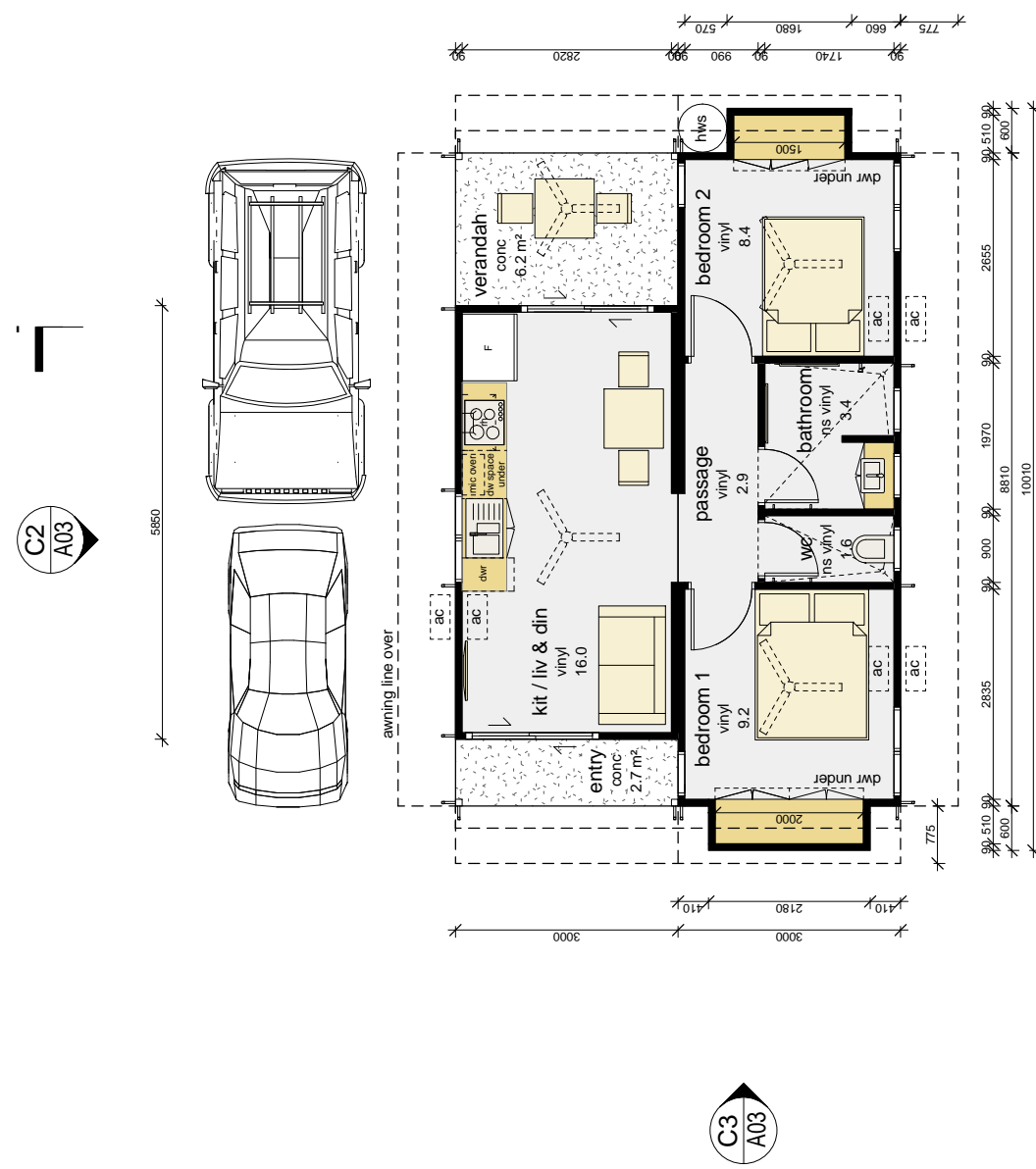
A02 Cabin Plans

ONSLow CARAVAN PARK

TROPPO ARCHITECTS

6 Stack St, Fremantle WA 6160
 T. +(61) 8 9336 4533 F. +(61) 8 9336 6609
 E: perth@tropo.com.au

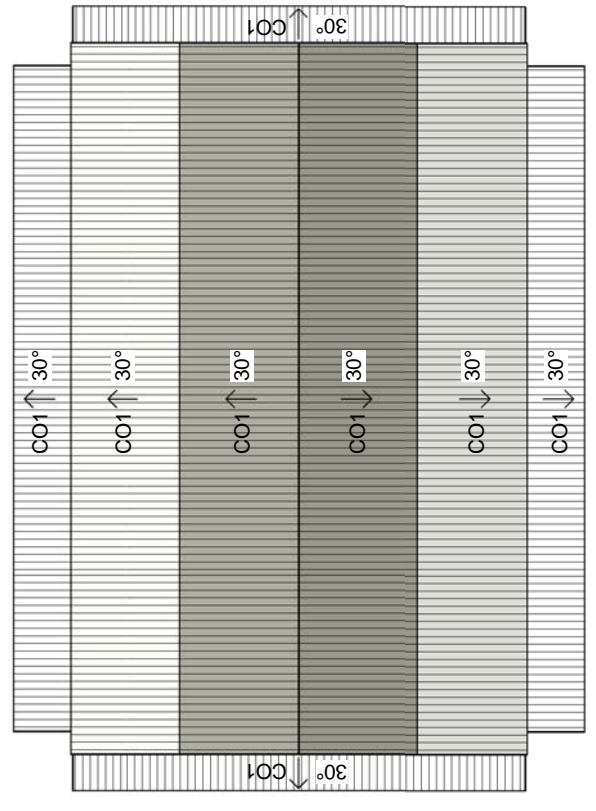
17/08/15



FECA = 41.5m²
 UECA = 8.9m²

CABIN PLAN

1 : 100



CABIN ROOF PLAN

1 : 100

KEYS

- CFC COMPRESSED FIBRE CEMENT WALL SHEETING
- CO1 COLORBOND CUSTOM ORB ROOF SHEETING
- NP JAMES HARDY PRIMELINE WEATHERBOARD NEWPORT WALL SHEETING
- TS TIMBER SLATS/ SCREEN

PRELIMINARY



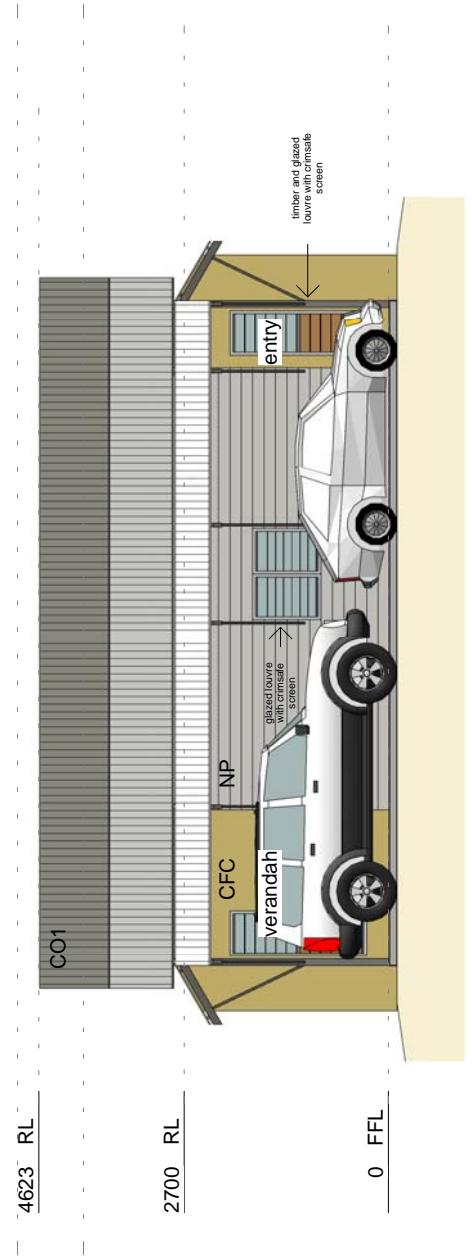
A03 Cabin Elevations

ONSLow CARAVAN PARK

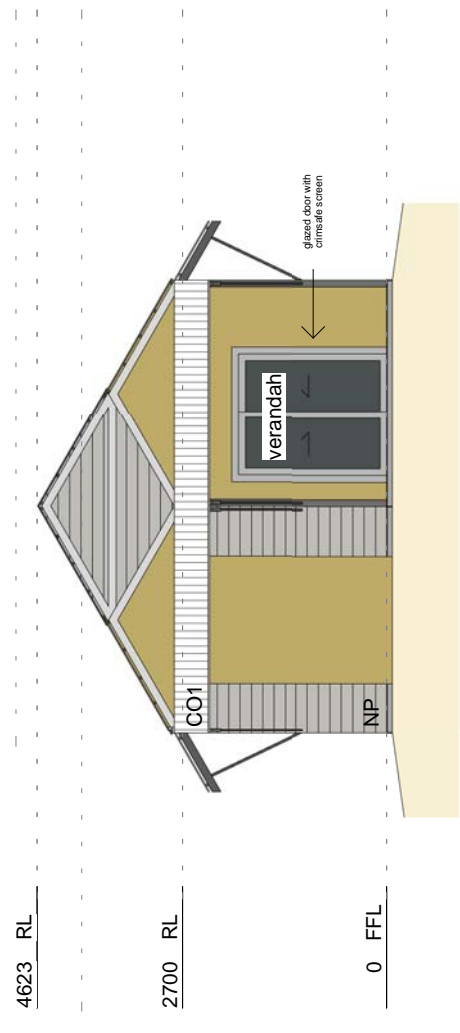
TROPPO ARCHITECTS

6 Stack St, Fremantle WA 6160
T. +(61) 8 9336 4533 F. +(61) 8 9336 6609
E: perth@tropo.com.au

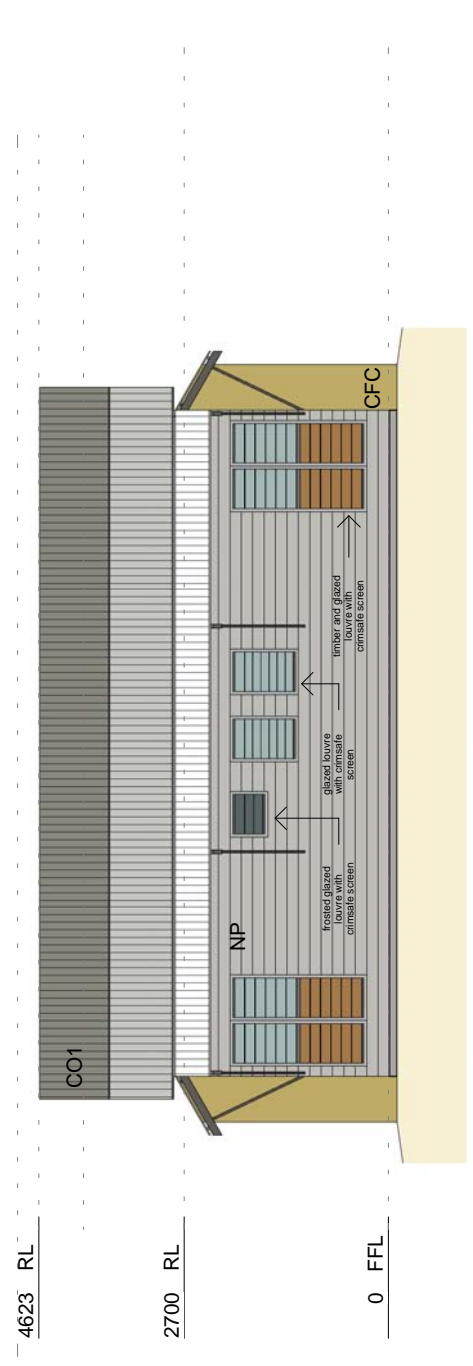
17/08/15



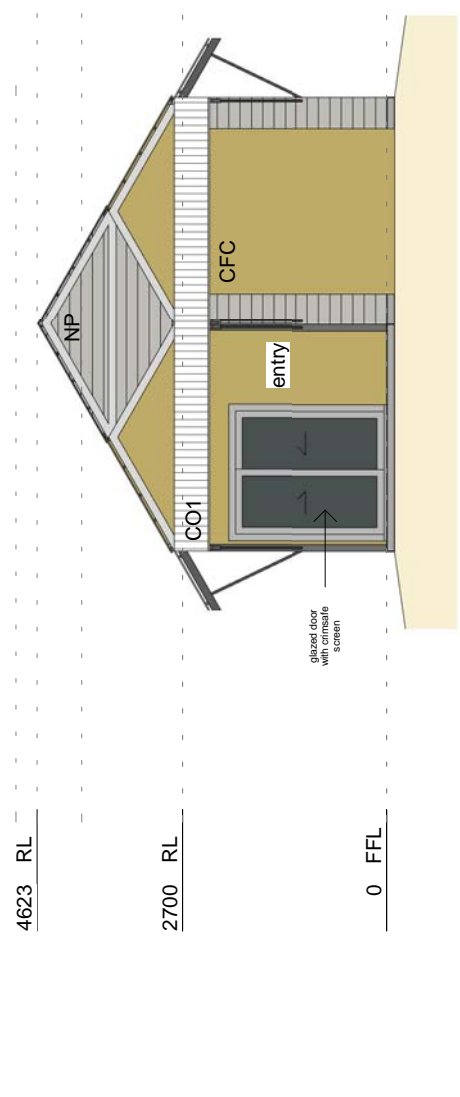
CABIN EL 2
1 : 100



CABIN EL 4
1 : 100



CABIN EL 1
1 : 100



CABIN EL 3
1 : 100



- KEYS**
- CFC COMPRESSED FIBRE CEMENT WALL SHEETING
 - CO1 COLORBOND CUSTOM ORB ROOF SHEETING
 - NP JAMES HARDY PRIMLINE WEATHERBOARD NEWPORT WALL SHEETING
 - TS TIMBER SLATS/SCREEN

PRELIMINARY



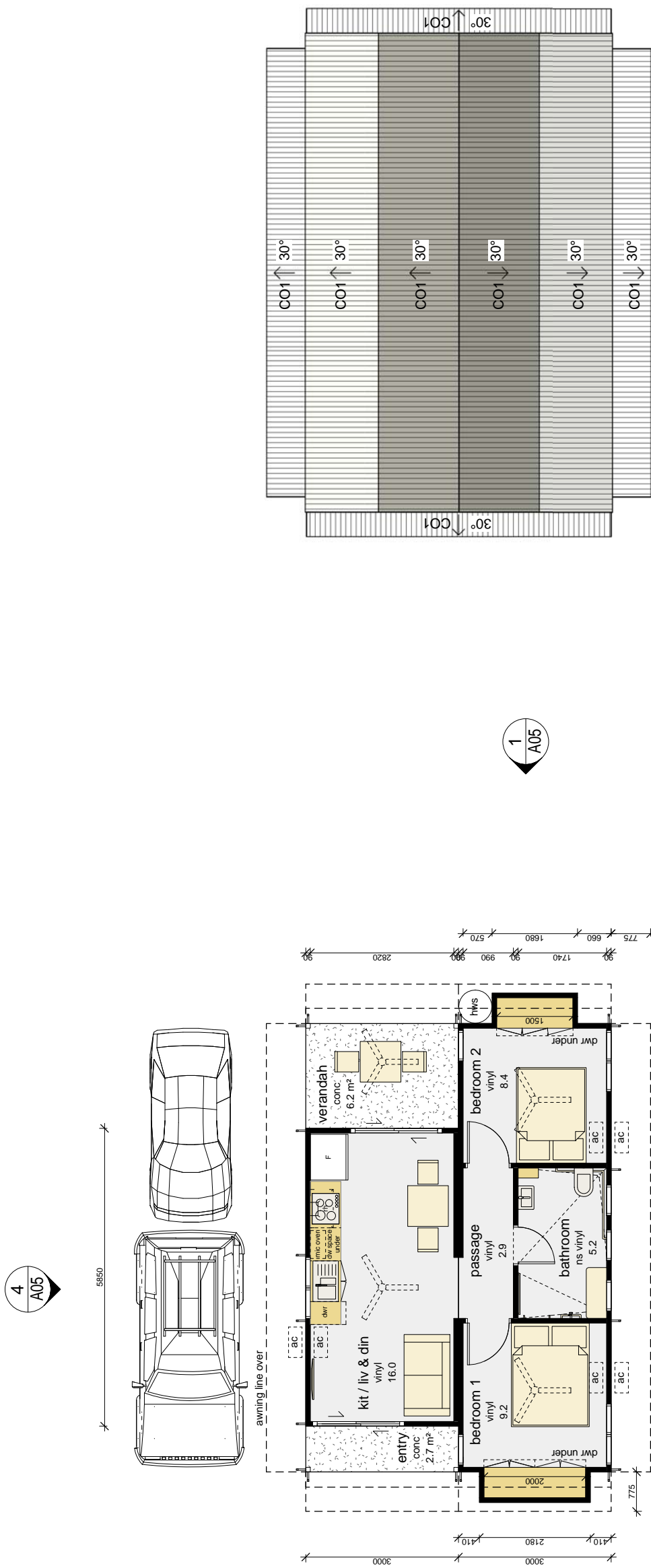
A04 Universal Access Cabin Plans

ONSLow CARAVAN PARK

TROPPO ARCHITECTS

6 Stack St, Fremantle WA 6160
 T. +(61) 8 9336 4533 F. +(61) 8 9336 6609
 E. perth@tropo.com.au

17/08/15



CABIN UNI ROOF PLAN

1 : 100

CABIN PLAN UNI

1 : 100

KEYS

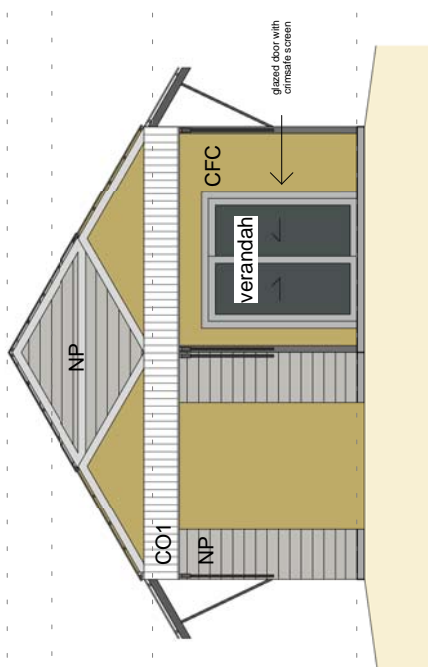
- CFC COMPRESSED FIBRE CEMENT WALL SHEETING
- CO1 COLORBOND CUSTOM ORB ROOF SHEETING
- NP JAMES HARDY PRIMELINE WEATHERBOARD NEWPORT WALL SHEETING
- TS TIMBER SLATS/SCREEN

FECA = 41.5m²
 UECA = 8.9m²

4623 RL

2700 RL

0 FFL



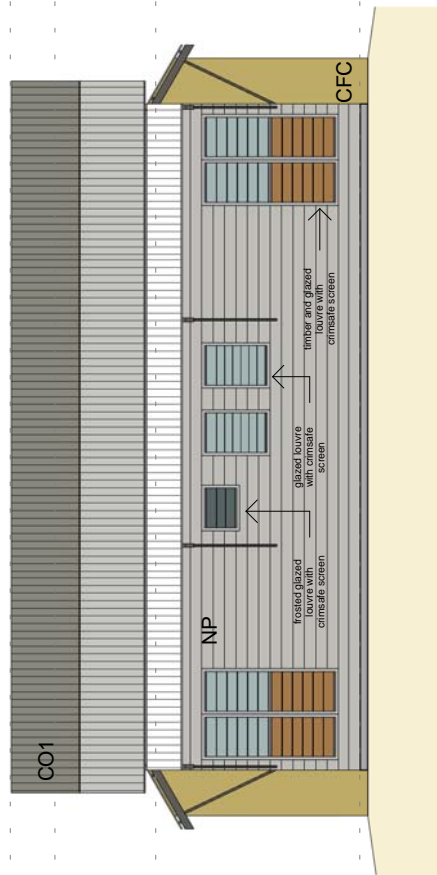
CABIN UNIVERSAL EL 1

1 : 100

4623 RL

2700 RL

0 FFL



CABIN UNIVERSAL EL 2

1 : 100

4623 RL

2700 RL

0 FFL



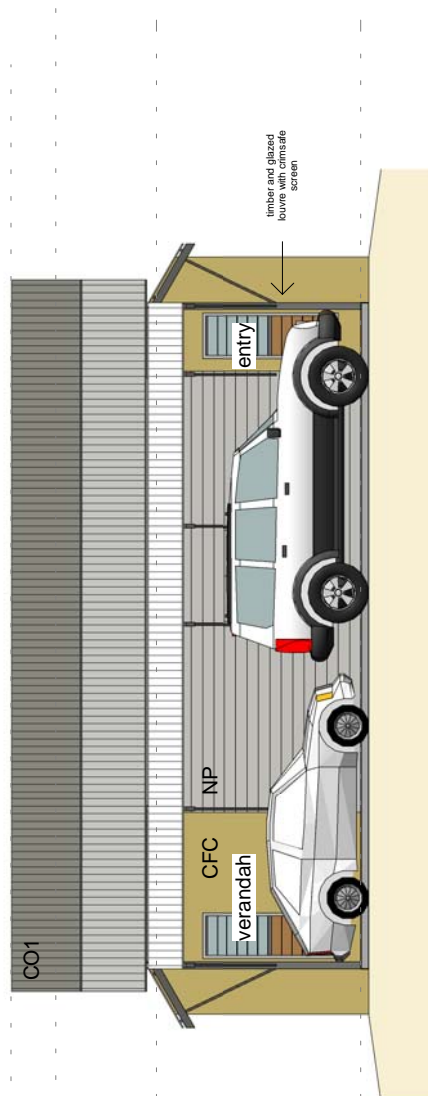
CABIN UNIVERSAL EL 3

1 : 100

4623 RL

2700 RL

0 FFL



CABIN UNIVERSAL EL 4

1 : 100



PRELIMINARY



A05 Universal Cabin Elevations

ON SLOW CARAVAN PARK

TROPPO ARCHITECTS

6 Stack St, Fremantle WA 6160
T. +(61) 8 9336 4533 F. +(61) 8 9336 6609
E. perth@tropo.com.au

17/08/15

- KEYS**
- CFC COMPRESSED FIBRE CEMENT WALL SHEETING
 - CO1 COLORBOND CUSTOM ORB ROOF SHEETING
 - NP JAMES HARDY PRIMELINE WEATHERBOARD NEWPORT WALL SHEETING
 - TS TIMBER SLATS/ SCREEN

PRELIMINARY



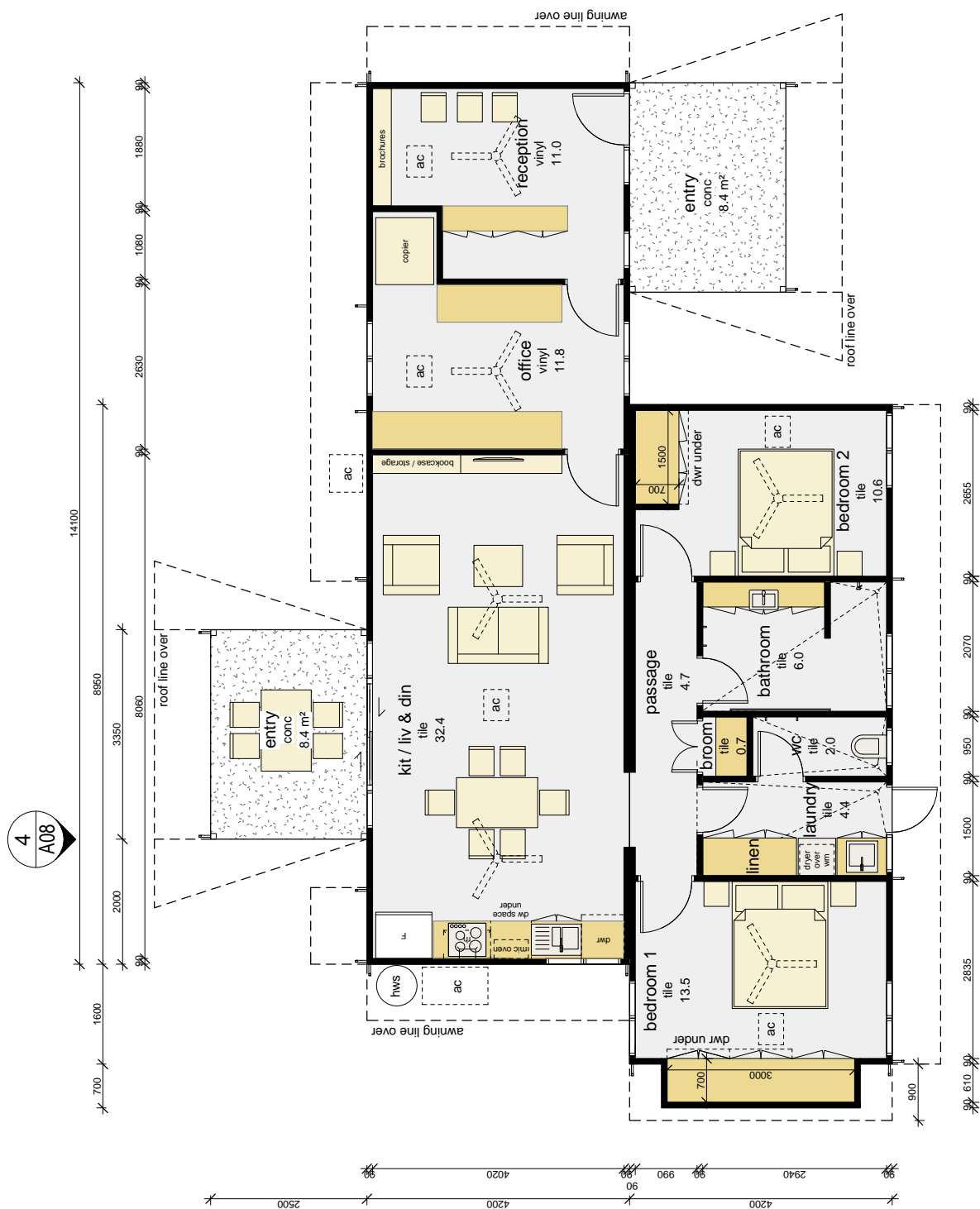
A06 Office, Residence & Shed Plan

ONSLOW CARAVAN PARK

TROPPO ARCHITECTS

6 Stack St, Fremantle WA 6160
 T. +(61) 8 9336 4533 F. +(61) 8 9336 6609
 E: perth@troppo.com.au

17/08/15

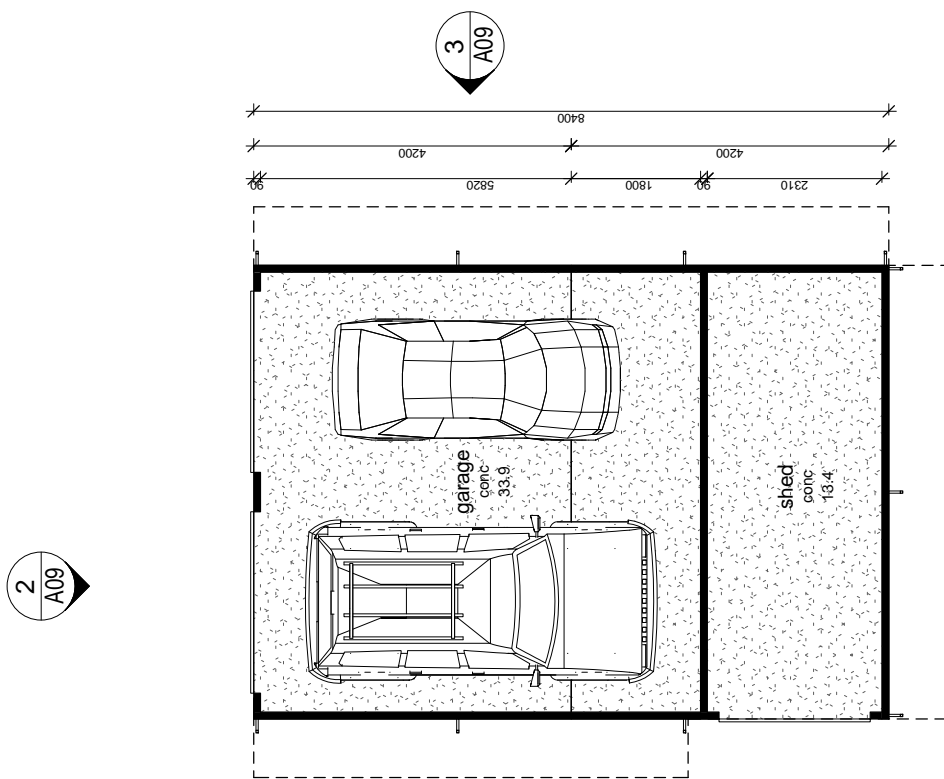


FECA = 22.8m²
 UECA = 8.4m²

FECA = 74.3m²
 UECA = 8.4m²

KEYS

- CFC COMPRESSED FIBRE CEMENT WALL SHEETING
- CO1 COLORBOND CUSTOM ORB ROOF SHEETING
- NP JAMES HARDY PRIMELINE WEATHERBOARD NEWPORT WALL SHEETING
- TS TIMBER SLATS/ SCREEN



FECA = 47.3m²

5820
 6000

MANAGERS RESIDENCE, OFFICE & SHED PLAN

1 : 100

PRELIMINARY



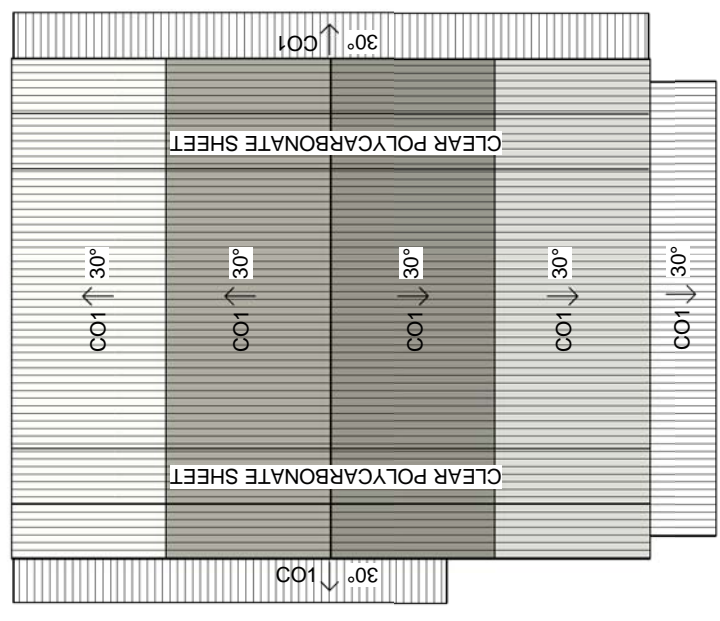
A07 Office, Residence & Shed Roof

ON SLOW CARAVAN PARK

TROPPO ARCHITECTS

6 Stack St, Fremantle WA 6160
T. +(61) 8 9336 4533 F. +(61) 8 9336 6609
E: perth@tropo.com.au

17/08/15

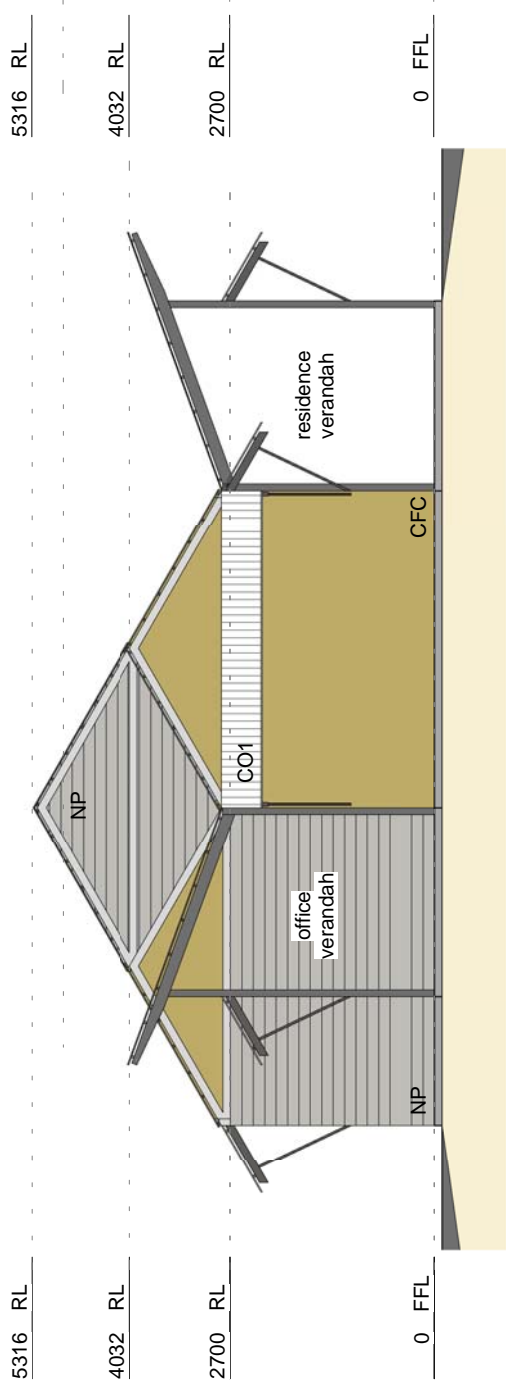


KEYS

- CFC COMPRESSED FIBRE CEMENT WALL SHEETING
- CO1 COLORBOND CUSTOM ORB ROOF SHEETING
- NP JAMES HARDY PRIMELINE WEATHERBOARD NEWPORT WALL SHEETING
- TS TIMBER SLATS/ SCREEN

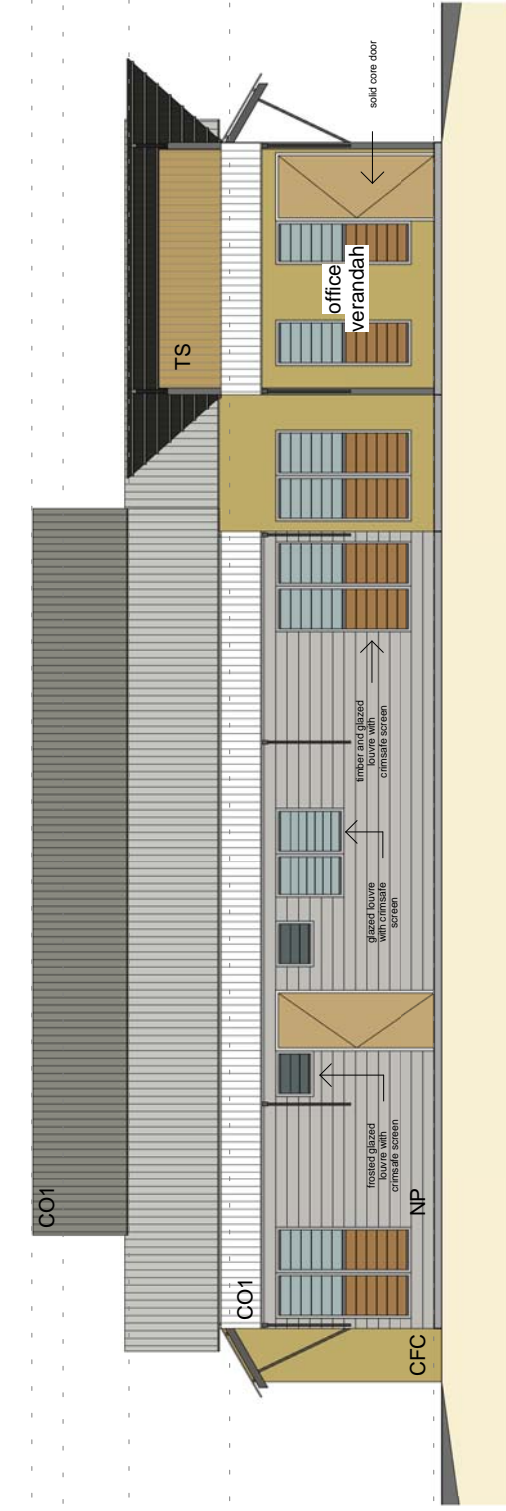
MANAGERS RESIDENCE, OFFICE & SHED ROOF PLAN

1 : 100



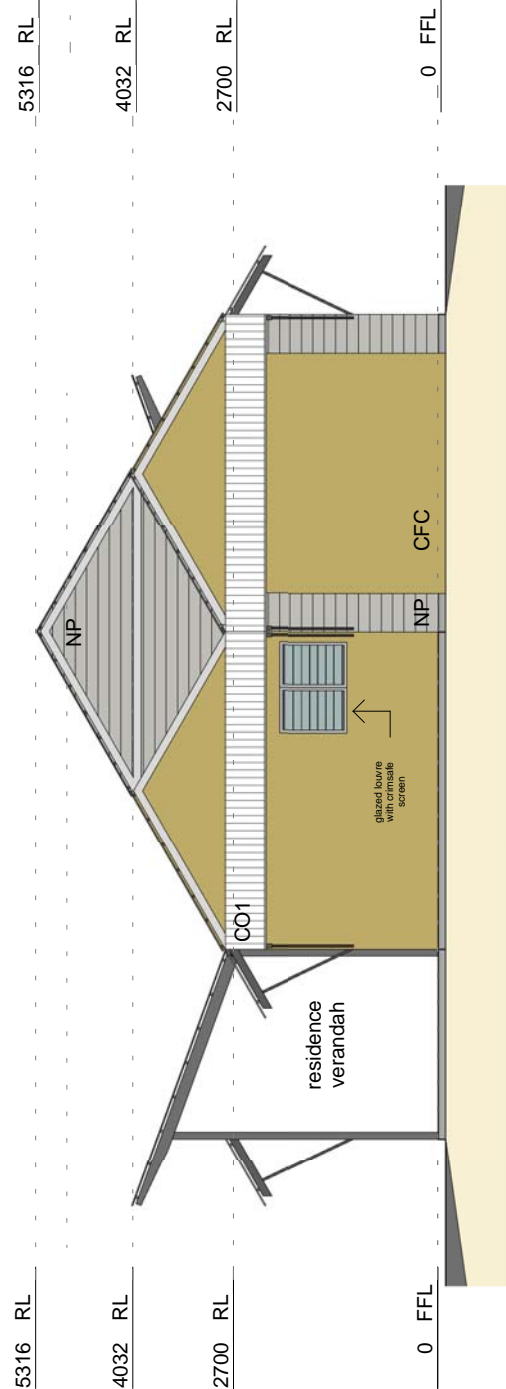
MANAGERS RESIDENCE EL 1

1 : 100



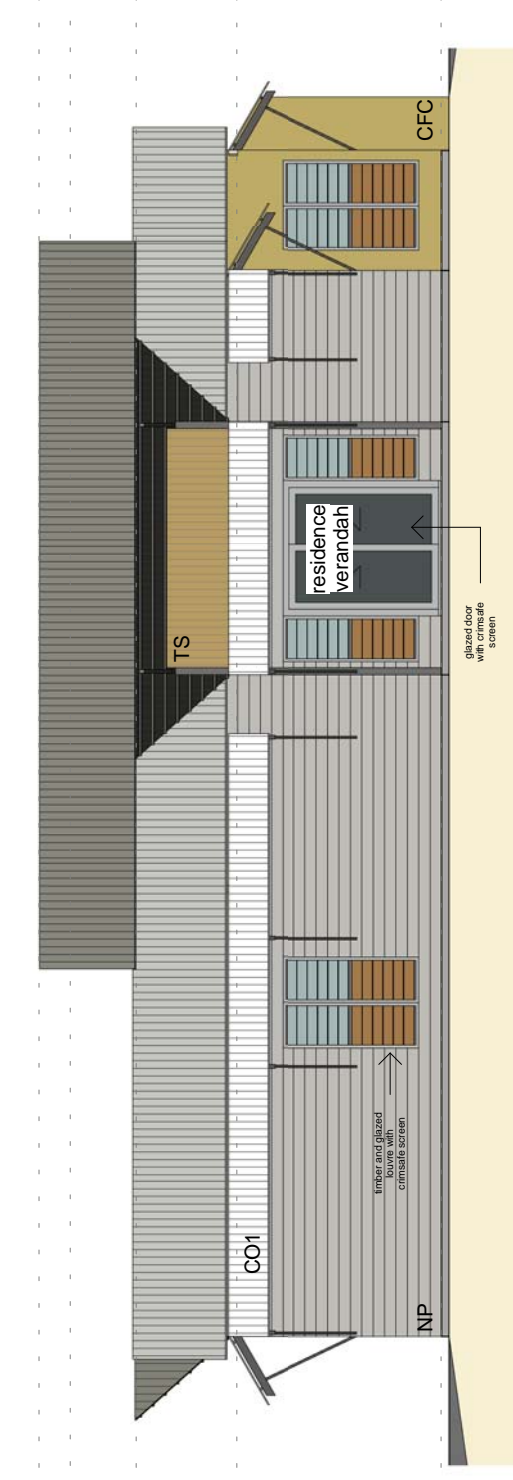
MANAGERS RESIDENCE EL 2

1 : 100



MANAGERS RESIDENCE EL 3

1 : 100



MANAGERS RESIDENCE EL 4

1 : 100



KEYS

- CFC COMPRESSED FIBRE CEMENT WALL SHEETING
- CO1 COLORBOND CUSTOM ORB ROOF SHEETING
- NP JAMES HARDY PRIMELINE WEATHERBOARD NEWPORT WALL SHEETING
- TS TIMBER SLATS/ SCREEN

PRELIMINARY



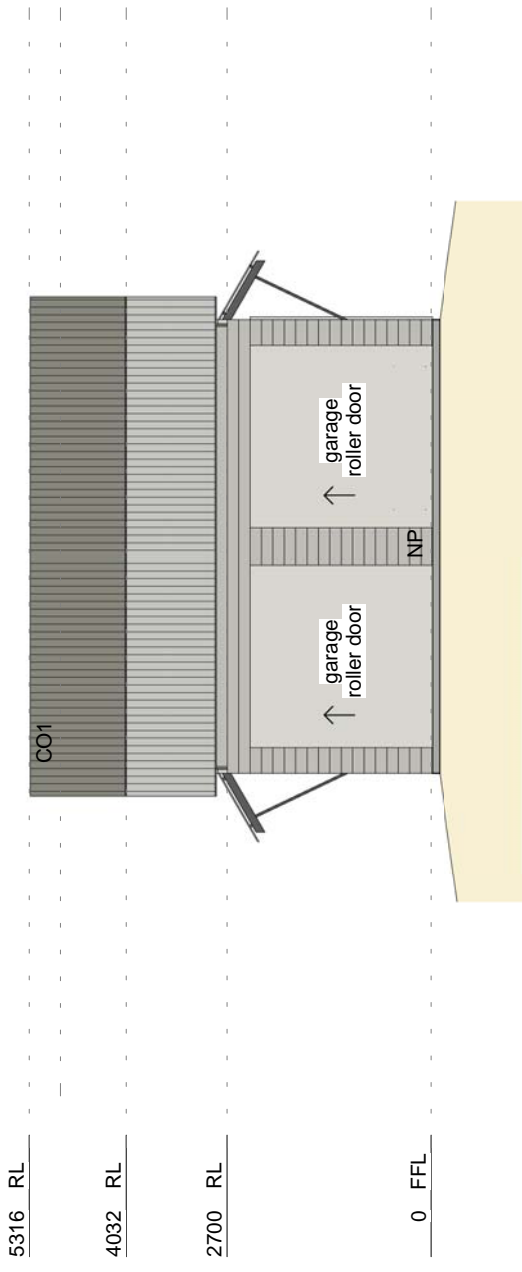
A08 Office & Residence Elevations

ONSLow CARAVAN PARK

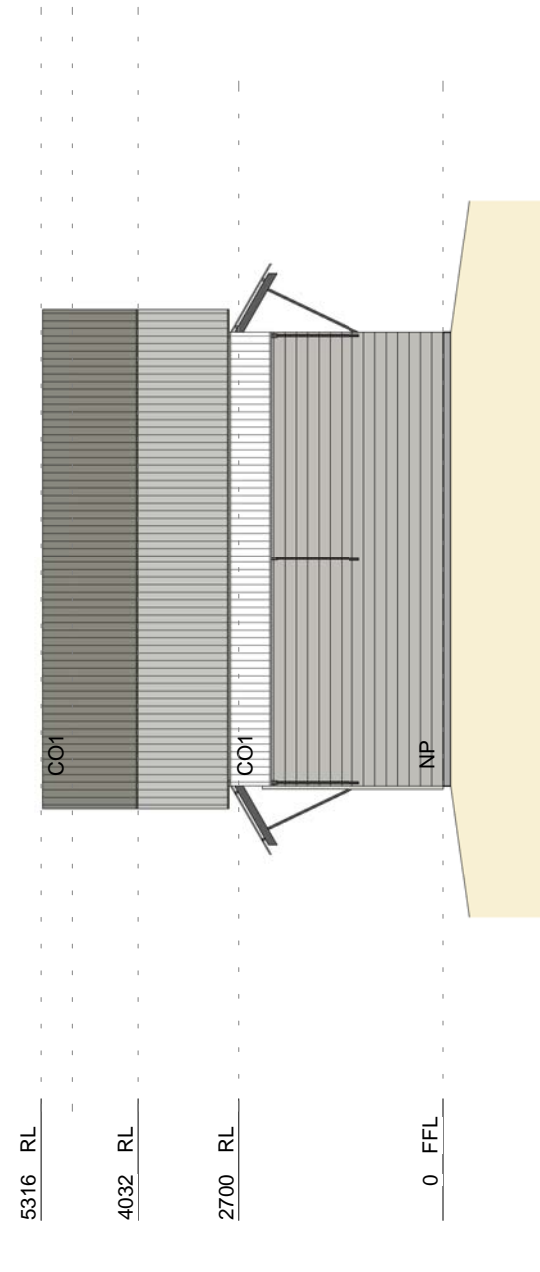
TROPPO ARCHITECTS

6 Stack St, Fremantle WA 6160
 T. +(61) 8 9336 4533 F. +(61) 8 9336 6609
 E. perth@tropo.com.au

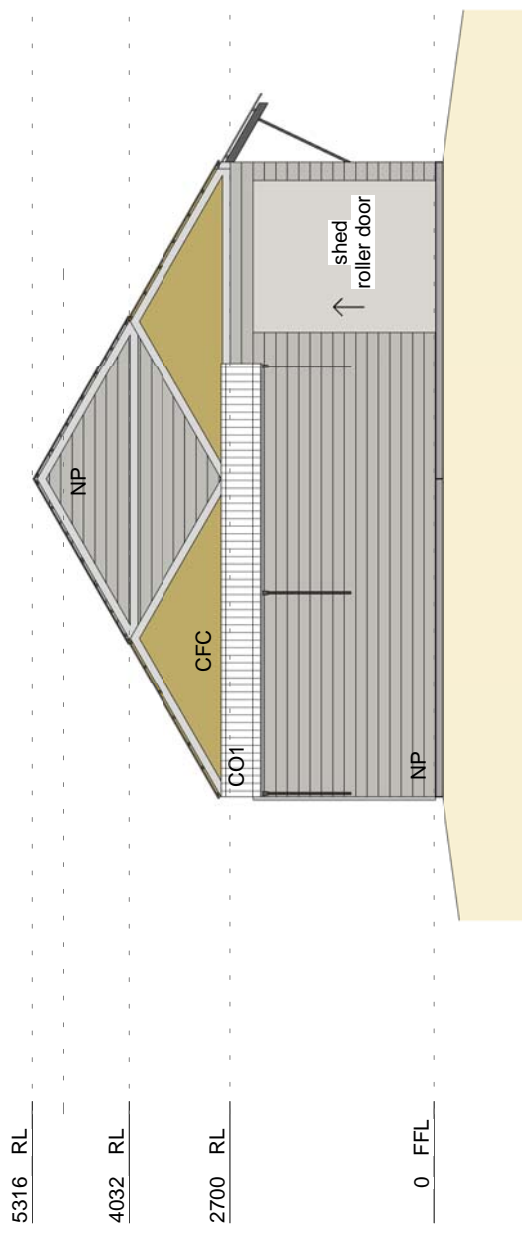
17/08/15



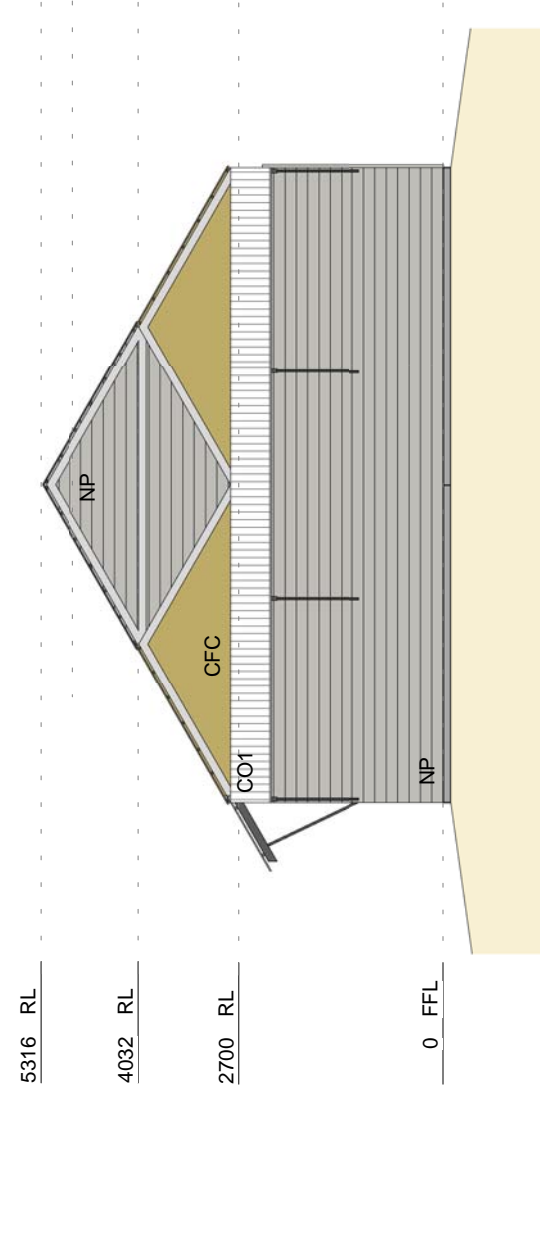
SHED EL 1
1 : 100



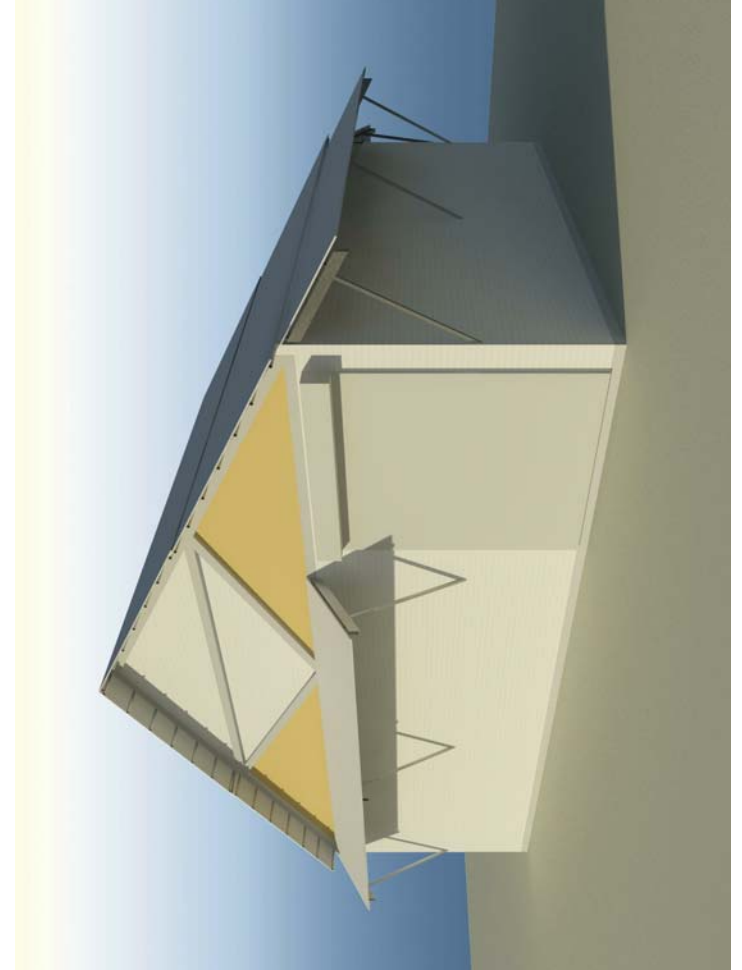
SHED EL 2
1 : 100



SHED EL 3
1 : 100



SHED EL 4
1 : 100



KEYS

- CFC COMPRESSED FIBRE CEMENT WALL SHEETING
- CO1 COLORBOND CUSTOM ORB ROOF SHEETING
- NP JAMES HARDY PRIMELINE WEATHERBOARD NEWPORT WALL SHEETING
- TS TIMBER SLATS/ SCREEN

PRELIMINARY



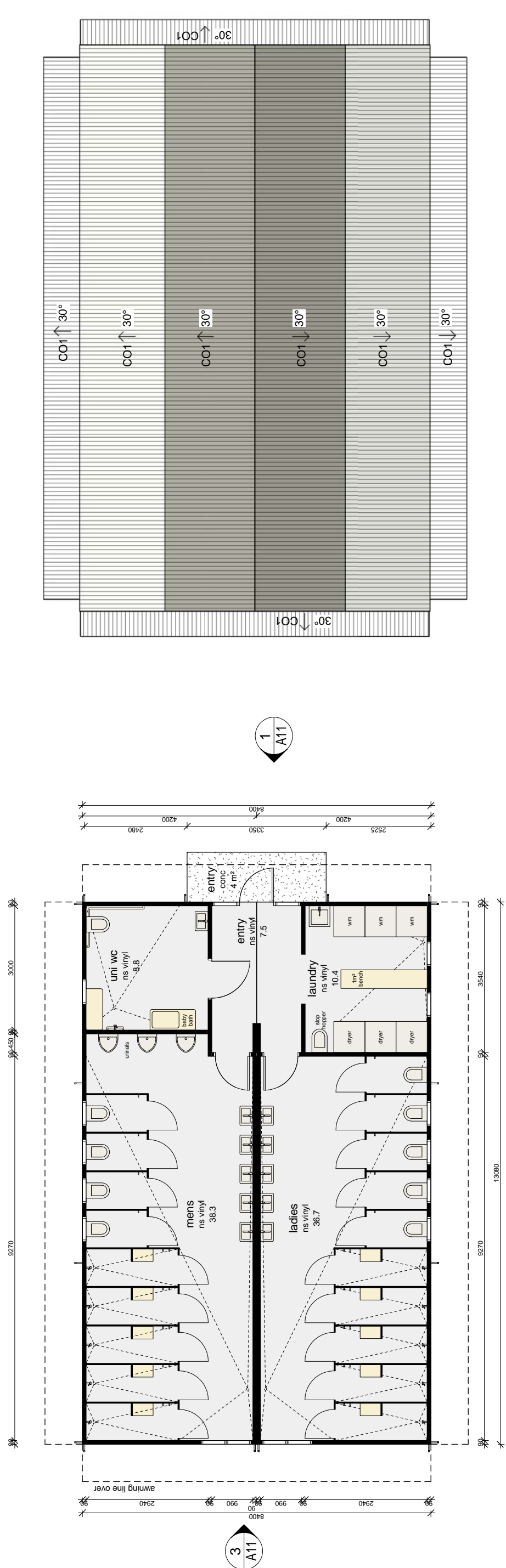
A09 Shed Elevations

ONSLOW CARAVAN PARK

TROPPO ARCHITECTS

6 Stack St, Fremantle WA 6160
T. +(61) 8 9336 4533 F. +(61) 8 9336 6609
E: perth@tropo.com.au

17/08/15



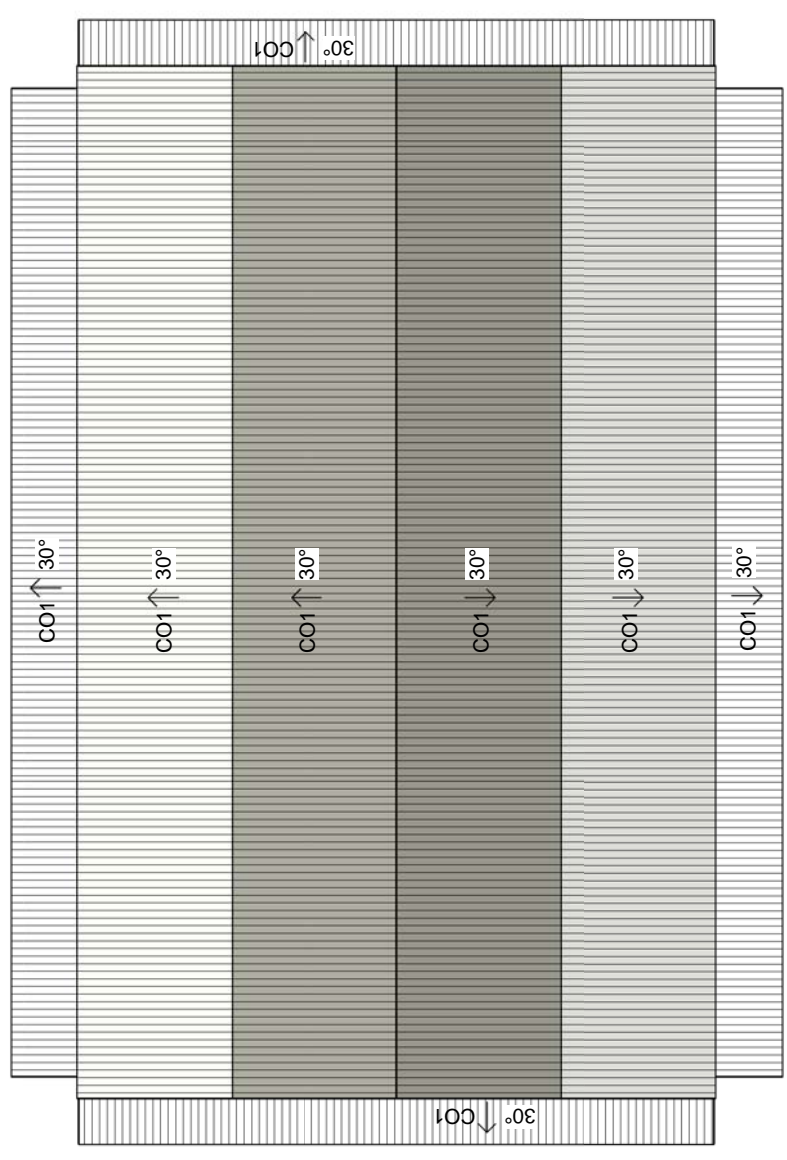
FECA = 101.8m²
UECA = 4m²

AMENITIES PLAN

1 : 100

AMENITIES ROOF PLAN

1 : 100



PRELIMINARY



A10 Amenities Plans

ON SLOW CARAVAN PARK
TROPPO ARCHITECTS
6 Stack St, Fremantle WA 6160
T. +(61) 8 9336 4533 F. +(61) 8 9336 6609
E: perth@troppo.com.au

- KEYS**
- CFC COMPRESSED FIBRE CEMENT WALL SHEETING
 - CO1 COLORBOND CUSTOM ORB ROOF SHEETING
 - NP JAMES HARDY PRIMELINE WEATHERBOARD NEWPORT WALL SHEETING
 - TS TIMBER SLATS/ SCREEN

17/08/15

PRELIMINARY



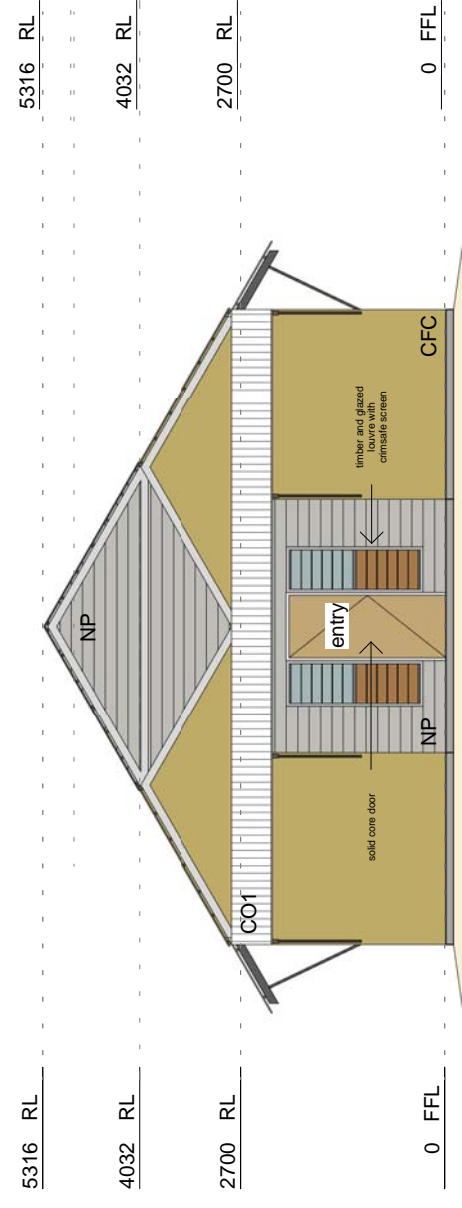
A11 Amenities Elevations

ONSLow CARAVAN PARK

TROPPO ARCHITECTS

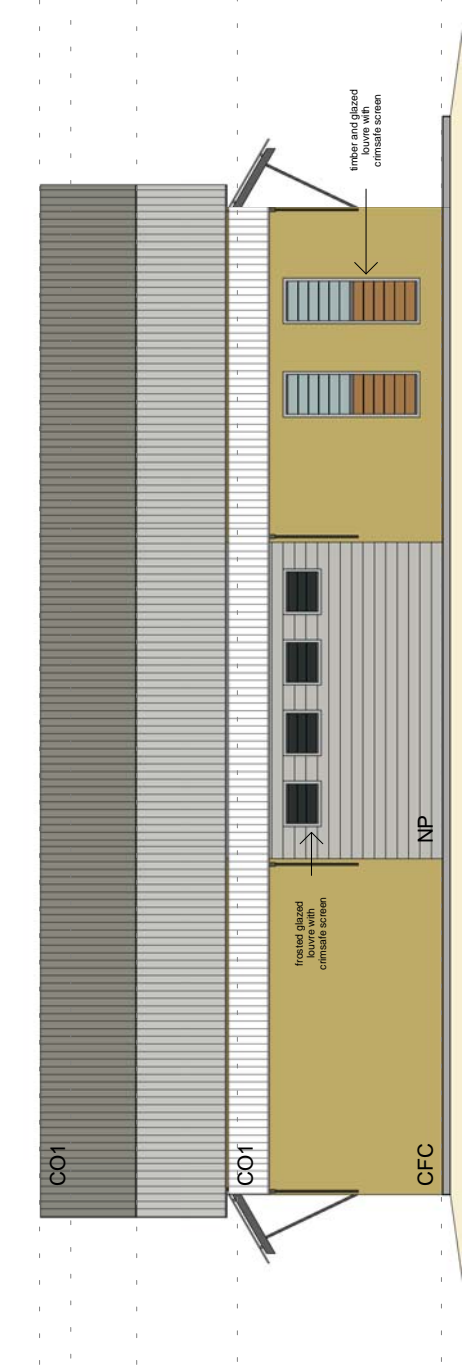
6 Stack St, Fremantle WA 6160
 T. +(61) 8 9336 4533 F. +(61) 8 9336 6609
 E: perth@tropo.com.au

17/08/15



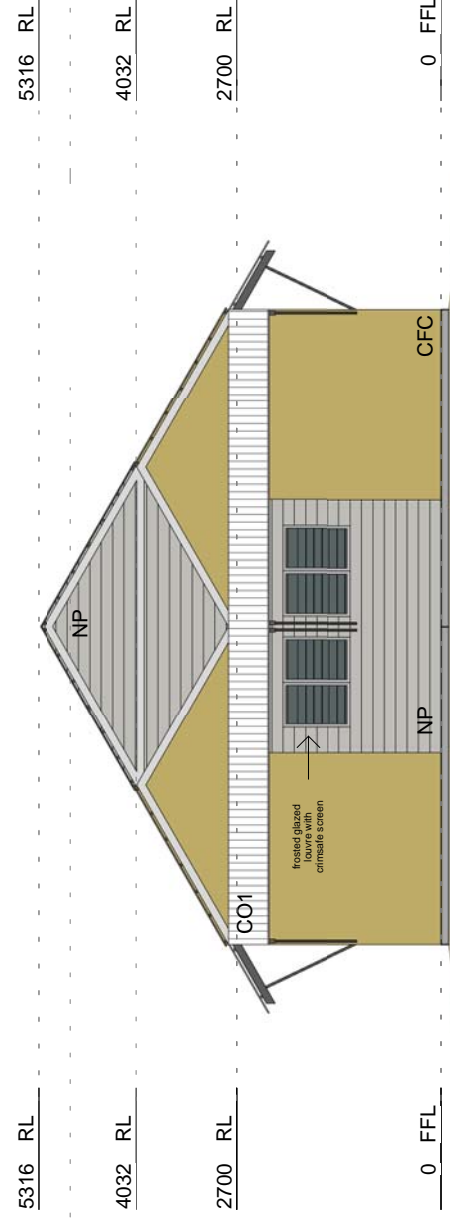
AMENITIES EL 1

1 : 100



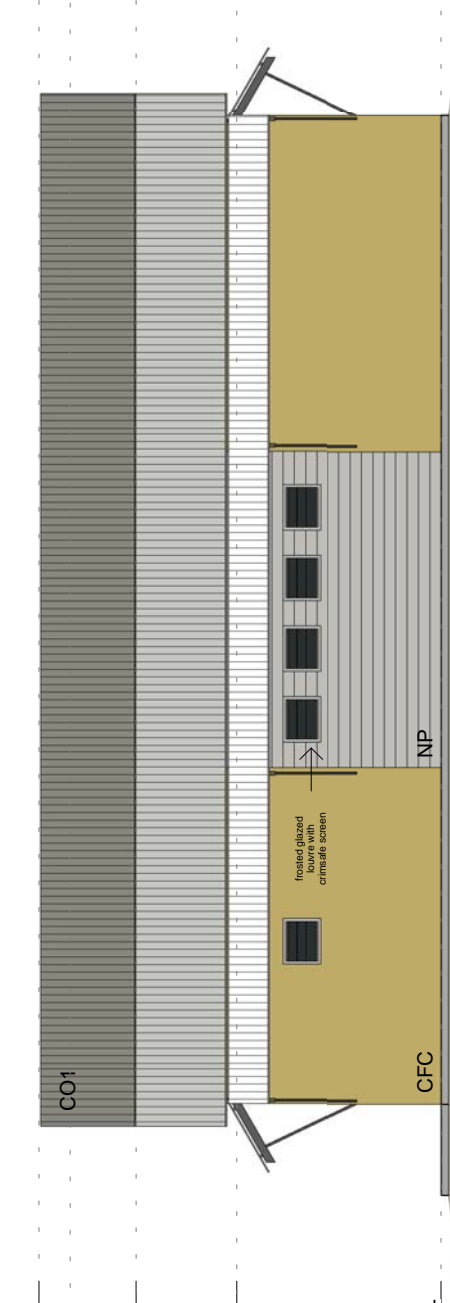
AMENITIES EL 2

1 : 100



AMENITIES EL 3

1 : 100



AMENITIES EL 4

1 : 100



KEYS

- CFC COMPRESSED FIBRE CEMENT WALL SHEETING
- CO1 COLORBOND CUSTOM ORB ROOF SHEETING
- NP JAMES HARDY PRIMELINE WEATHERBOARD NEWPORT WALL SHEETING
- TS TIMBER SLATS/ SCREEN

PRELIMINARY



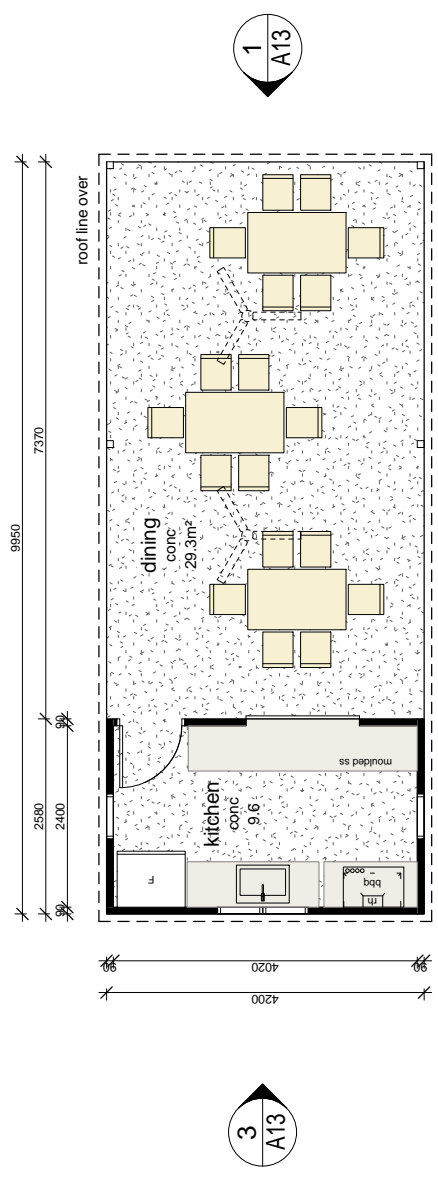
A12 Camp Kitchen Plans

ONSLow CARAVAN PARK

TROPPO ARCHITECTS

6 Stack St, Fremantle WA 6160
 T. +(61) 8 9336 4533 F. +(61) 8 9336 6609
 E: perth@tropo.com.au

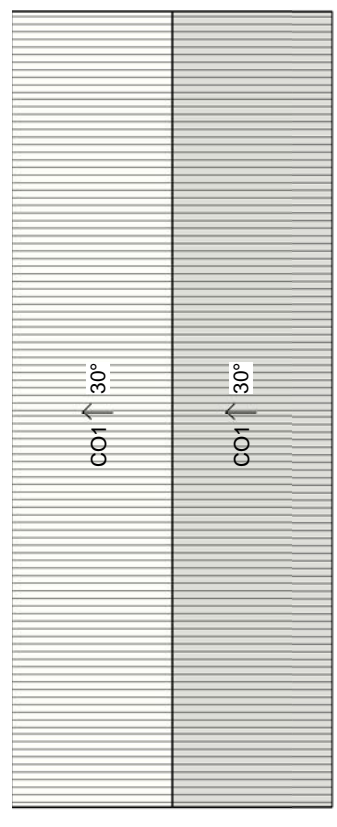
17/08/15



FECA = 38.3m²
 UECA = 8.4m²

CAMP KITCHEN PLAN

1 : 100



CAMP KITCHEN ROOF PLAN

1 : 100

KEYS

- CFC COMPRESSED FIBRE CEMENT WALL SHEETING
- CO1 COLORBOND CUSTOM ORB ROOF SHEETING
- NP JAMES HARDY PRIMELINE WEATHERBOARD NEWPORT WALL SHEETING
- TS TIMBER SLATS/ SCREEN

PRELIMINARY



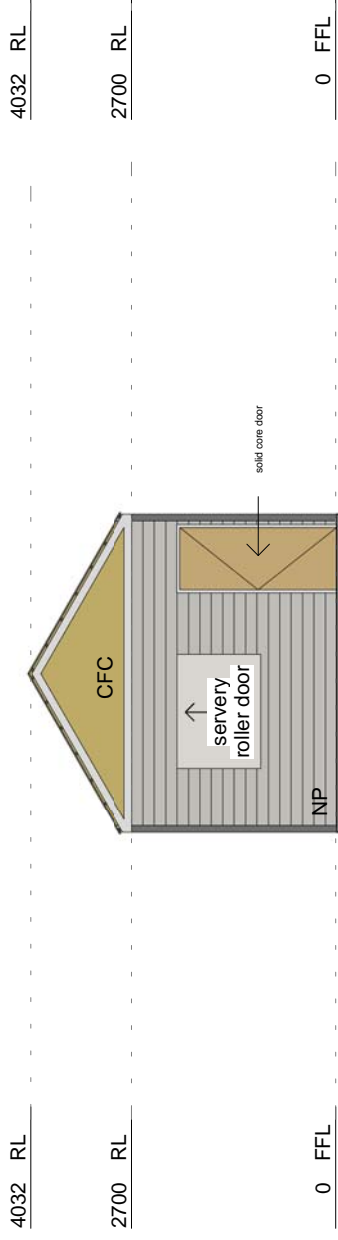
A13 Camp Kitchen Elevations

ONSLow CARAVAN PARK

TROPPO ARCHITECTS

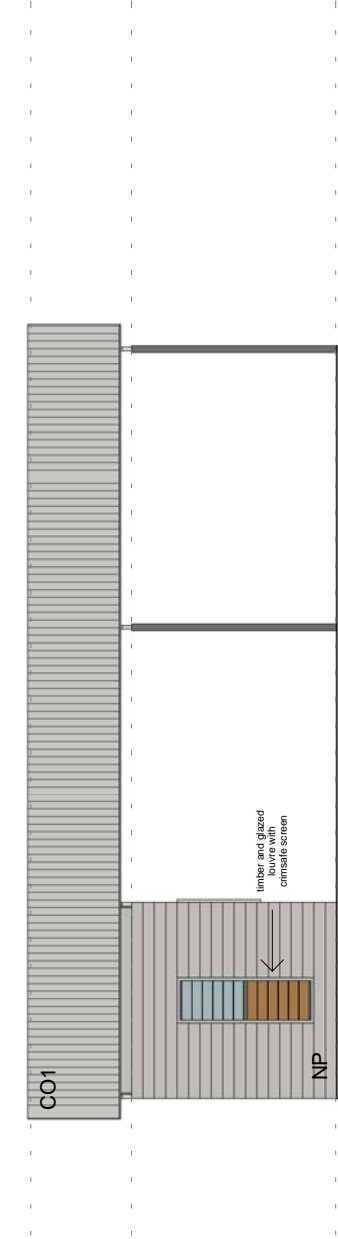
6 Stack St, Fremantle WA 6160
 T. +(61) 8 9336 4533 F. +(61) 8 9336 6609
 E: perth@tropo.com.au

17/08/15



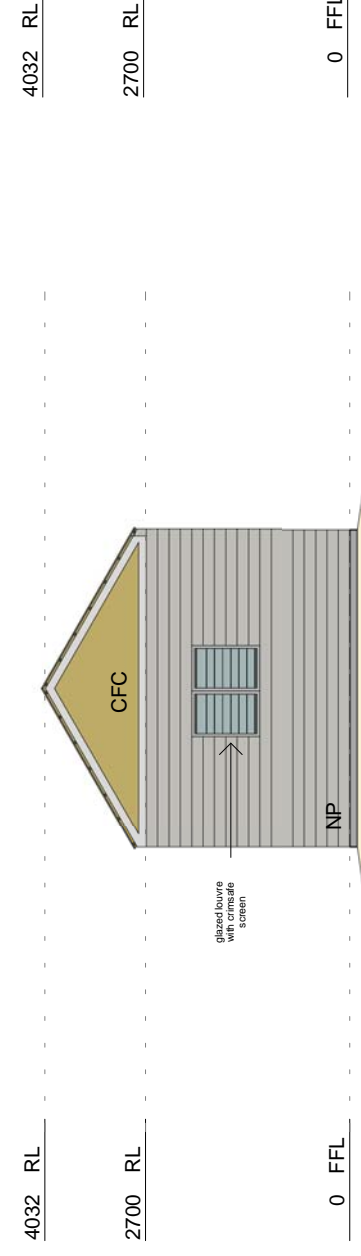
CAMP KITCHEN EL 1

1 : 100



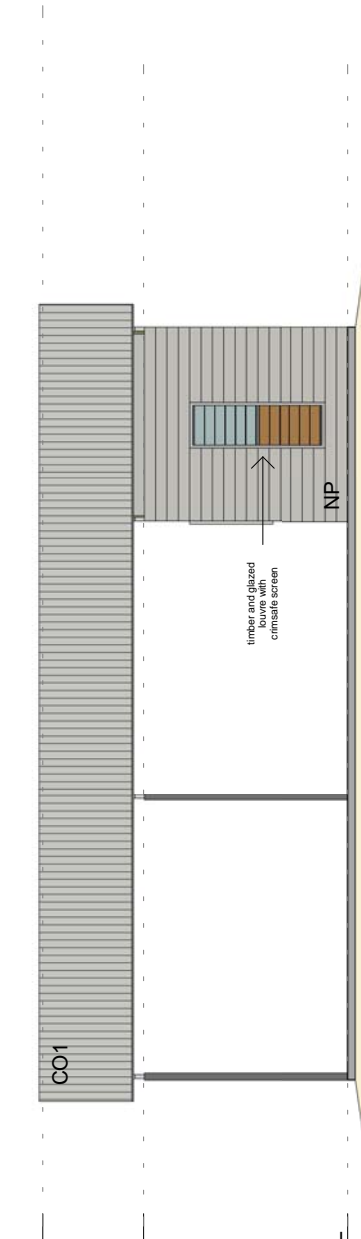
CAMP KITCHEN EL 2

1 : 100



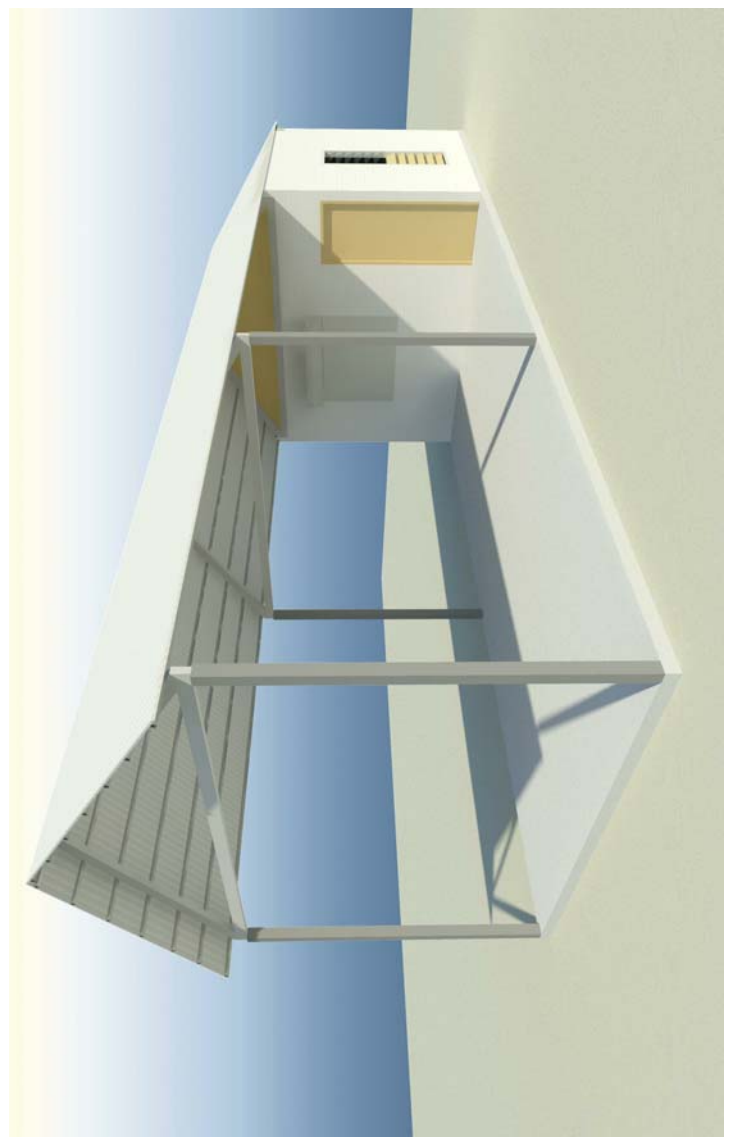
CAMP KITCHEN EL 3

1 : 100



CAMP KITCHEN EL 4

1 : 100



KEYS

- CFC COMPRESSED FIBRE CEMENT WALL SHEETING
- CO1 COLORBOND CUSTOM ORB ROOF SHEETING
- NP JAMES HARDY PRIMELINE WEATHERBOARD NEWPORT WALL SHEETING
- TS TIMBER SLATS/ SCREEN

Neil Hartley
 Chief Executive Officer
 Shire of Ashburton
 PO Box 567
 Tom Price
 Western Australia 6751

September 7, 2015

**Support for the Business Case Supporting Land Acquisition Proposal
 Onslow Marine Support Base Proposal Pty Ltd**

Dear Mr Hartley

As you are aware, the Onslow Chamber of Commerce and Industry (OCCI) has been promoting the urgent need for access to affordable light industrial area (LIA) land in Onslow for local business owners and operators, as outlined in previous correspondence since 2013.

To reiterate, the strain that the lack of LIA is having on the development, operations and growth of small business and industry in the area is considerable. The fact that there remains only 33 blocks available for light industrial purposes is significant in as much that most of these blocks accommodate up to three independent businesses. Access to LIA for business remains an imperative. In essence, if business owners and operators can't access affordable land in the short term, there will be no further business growth in Onslow.

Considering the importance of the LIA to the OCCI, its members and the growth and sustainability of Onslow, the proposal presented by the Onslow Marine Support Base Proposal Pty Ltd (OMSB) to develop the Airport LIA has been welcomed with great optimism.

Perusal of the OMSB Business Case in conjunction with informal discussions with key OMSB personnel has given the OCCI confidence in providing formal support for the project, however this support would be subject to a commitment from OMSB to offer the opportunity for customers to have freehold over their lot in the medium term.

The OCCI recognises that the preferred process for OMSB – in terms of providing timely access to lots - is leasehold allotment allocation and support this approach accordingly. However, in the medium to long term, it is the position of the OCCI that business owner operators would have a preference to purchase the lots rather than lease – considering the level of investment in terms of infrastructure and ongoing improvements.

The OCCI would also appreciate clarification in relation to the following two points:

- Is it possible to shorten the Non-Compete clause (Other Conditions pp 16) to be less the 5 years from Settlement; or could the Shire look at pricing controls of the Non-Compete clause if it remains?
- How will the Shire manage the development to enable land delivery once sold to the developer and discourage land banking?

If OMSB can guarantee a commitment to providing freehold land and the preceding two points are clarified to the satisfaction of the OCCI, the OCCI believes the project has significant merit in as much that it addresses the conditions identified previously, including:

- **Timely access**
 OMSB has indicated that as soon as approval is forthcoming, they will be able to commence development of the site immediately. In particular, OMSB is confident that they can "fast track" lots (user occupation within 12 months, on demand, however they may have limited services (power and water) in the short term
- **Affordability**
 OMSB has indicated that the land lots will be available according to market price. As noted by the OCCI as a condition of support, it would be expected that OMSB lots would be available for lease, or, in the medium term, freehold

- Quarantining of lots for local business owners/operators
Lots will be available to any clients negotiating to lease (or purchase) a lot within the Airport LIA. In essence, the OMSB will develop lots “made to order” enabling clients to select size and level of service required – e.g. option of the OMSB constructing infrastructure

The OCCI also urges the Shire of Ashburton (SoA) to approve the development of the Airport LIA (dependent upon inclusion of freehold as a medium term option) by OMSB to demonstrate their acknowledgement of the issues impacting on small business and a commitment to supporting the economic development of the town and region.

As also previously noted, the OCCI acknowledges and respects the fact that the SoA is not in a position from either a financial or personnel perspective to undertake any new projects and that land development is not a core task or role of the SoA. The proposal presented by OMSB is therefore an ideal business solution for the SoA.

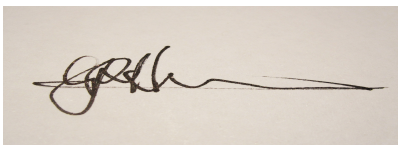
In terms of economies of scale and economic and social benefits to the Onslow community, the OCCI would also like to express in principle support for OMSB’s proposal to develop the Support Base at Beadon Creek.

Discussions with the OMSB in relation to this and the Airport LIA proposal have indicated that:

- OMSB is committed to supporting Local Content and are already having informal discussions with local business owner/ operators in relation to construction and ongoing operations of both projects
- There is the potential for 100 jobs (operational) associated with the two projects as well as a demand for local trades and service providers. OMSB also indicated that these positions would be residential presenting further growth within the community
- Although the total cost of the projects is currently “Commercial-in-Confidence”, it is anticipated that it will be significant and require a construction workforce accordingly. The contribution to the local economy will be realised through demand for accommodation, transport, goods and services
- The services and infrastructure proposed for the Supply Base will also enhance the potential for local recreational activities and tourism

It is an exciting period in relation to the current growth and potential of Onslow which can be further enhanced through ongoing collaboration and cooperation. Accordingly, the OCCI looks forward to being a positive contributor and to working with the SoA and the OMSB to achieve the best possible outcomes for all stakeholders and would welcome the opportunity to discuss any aspects of this letter at your convenience.

Yours sincerely

A handwritten signature in black ink on a light-colored background. The signature is cursive and appears to read 'Geoff Herbert'.

Geoff Herbert
President
Onslow Chamber of Commerce and Industry



C/- Level 2, 1 Station Street
Cottesloe WA 6011
PO Box 466 WA 6911

3 September 2015

Janelle Fell
Economic and Land Development Manager
Shire of Ashburton
PO Box 567
Tom Price WA 6751

By email: Janelle.Fell@ashburton.wa.gov.au

Dear Ms Fell,

**ONSLow AIRPORT INDUSTRIAL LAND
BUSINESS CASE SUPPORTING LAND ACQUISITION PROPOSAL**

BACKGROUND

On the 7 August 2015 OMSB submitted a proposal to acquire some 34 hectares of land (**Land**) from the Shire of Ashburton (**Shire**). The details of this proposal are restated in Annexure 1.

At the Shire Council meeting held on 19 August 2015 the Council resolved to:

1. Support, for the purpose of progressing to public advertising (pursuant to Section 3.58 of the Local Government Act) only, the proposal by Onslow Marine Support Base Pty Ltd (as per Attachment) for the acquisition of Lot 9500 Onslow Road, Onslow; and
2. Require Onslow Marine Support Base Pty Ltd to provide, prior to the conclusion of the Section 3.58 public advertising period, a detailed proposal of development/business case that provides Council with a suitable level of confidence that the land will be developed to Onslow's benefit.

Advertising for the disposal of the property as per s3.58 of the *Local Government Act 1995* will be via local means (library, local newspaper, Shire offices and website). Which commenced on the 20 August 2015 in the local paper, closing on 8 September 2015.

This submission seeks to address the second resolution of the Council, namely the provision of a detailed proposal for the development and business case to provide the Council with confidence that the land will be developed to Onslow's benefit.



BUSINESS CASE KEY STATEMENTS

Our proposal will cover the full range of matters related to the acquisition and development of the Land. However, to address the specific resolution of the Shire, we have brought to the front of this report the key outcomes we believe the Shire is seeking to gain confidence in, including;

1. Ensuring light industrial land is made available in the shortest possible time and that the land will not be "land banked".
2. Achieving the right value return to the Shire for the Land in its current form.
3. Maximising the potential benefits to Onslow reflected as business growth, job growth and ultimately permanent population growth.
4. Passing the development risk and costs to others.

SHIRE OF ASHBURTON – AIRPORT LAND BUSINESS PLAN 2013

The Major Land Transaction Business Plan dated October 2013, relating to the Airport Land, prepared by the Shire, provides the background to our proposal and information relating to:

- the land and service information;
- the strategic assessment of the need for additional land for business growth.

OMSB acknowledges this document and understands that the development of light industrial / mixed business land is a priority to ensure economic strength and development for the Town of Onslow, which is an essential underpinning for sustainable population growth.

OMSB DEVELOPMENT PRINCIPLES

OMSB's vision is in line with the Shire's business plan. OMSB's vision is to acquire and develop the Land to enable a range of businesses to establish themselves in Onslow, in turn creating Onslow as a major service hub within the Pilbara region.

The Pilbara regions that Onslow can potentially serve, includes both onshore and offshore activities where Onslow has a strategic locational advantage.

To achieve this vision, Onslow will need to complement its existing township, road and air infrastructure with greatly improved marine facilities and additional developable land.

Improving Marine Facilities

OMSB is already well advanced with the development of a significant new marine support base in Beadon Creek, and anticipate the facility will be fully operational by January 2017. This project includes a dredging campaign that will substantially enhance the capability of the marine facility to compete and attract more of the service work currently occurring offshore in the northern Carnarvon Basin. Refer annexure 7 for an overview of the marine facility project.

Additional Mixed Use Industrial Serviced Land

OMSB's proposal to the Shire will be the fastest means of delivering the land required to support the next stage development of Onslow, into a strategic services hub.



Business, Job & Permanent Population Growth

OMSB anticipate that the successful development of the Beadon Creek marine facility, combined with the development and promotion of the Land as a new service hub, will create some 100-150 new, permanent and long term jobs within Onslow.

This level of job growth should have a minimum 2.5x multiplier effect on permanent population growth means some 250-375 new residents over time.

DEVELOPMENT METHODOLOGY & LAND AVAILABLE

Our development methodology is different to a traditional industrial estate subdivision, in that we initially aim to retain ownership of the englobo land and then lease land as required by various users / tenants.

This methodology enables OMSB to bring on the initial stages of the development in a significantly shorter period of time, compared to the traditional freehold land subdivision processes.

The key reasons creating leasehold land will enable OMSB to make land available considerably faster include:

1. **Title Creation:** Leasehold land allocation means that OMSB will not have to wait for servicing and subdivision processes (including title registration and issue) to be completed before any works on site can commence. Once OMSB has obtained development approvals for the site, it can immediately commence development of the land.

The first development application will be lodged during the due diligence process and will include the requirements of parties, whom OMSB has successfully negotiated with before submission of the application.

2. **Services:** The required services will be installed and reticulated within the site and self-certified in accordance with all regulatory authorities.

OMSB's expertise in civil engineering and development service, will allow us to act as the service provider, if town services are not readily available, this will dramatically increase the land delivery time should it be required.

3. **Marketing & Pre-sales:** Due to the high costs and risk associated with the development of land in the Pilbara, including high construction mobilisation and de-mobilisation costs, a typical freehold lot development would require the development to be staged in reasonably large tranches. This typically requires significant pre-sales, generally more than 50% of the land available in the tranche of development.

Securing this level of pre-commitment from users and investors, in the current market will require a full and sustained marketing campaign over a lengthy period of time. Only once the minimum pre-sales (identified below) are achieved will the development process commence. This will potentially create a significant time lag before the first land becomes available.

Thereafter users will need additional time to construct their improvements, meaning occupation of the land may take three years or more from the date the Shire sells the land to a freehold developer.



4. **Investment Capital:** For many of the potential users of the land, it is their preference to lease not purchase lots, so their capital resources can be directed into their business, not into real estate. In many instances, before a user can access the land, a developer or investor must first buy the newly created freehold lots, then the developer/investor must identify a user, then negotiate a new lease. This process can add significant time to the process of getting users into and active on the land.

To demonstrate the different time it will take under a freehold subdivision process compared to a leasehold allotment allocation, two indicative tables have been created below.

The table below provides an overview of the indicative steps and time frames that it would take to develop freehold land, and for the first users to commence occupation of the Land.

FREEHOLD STEPS		Comments on the Process	Start Month	Duration In Months	End Month
1.	Acquisition Due Diligence:	Process to negotiate and contract land would need to commence.	0	2	2
2.	Land Acquisition from Shire:	Actual settlement date of the land occurs with a developer. Assumes the Shire has obtained the necessary subdivision of Lot 9500 and the rezoning to Mixed Business and has been gazetted.	2	1	3
3.	Initial Market Assessment:	Developer review of the market to prepare a development application plan	2	2	4
4.	Development Plan (DA) Preparation:	Process for the developer to prepare the plan.	4	1	5
5.	Pre-sale Marketing :	Developer pre-sale marketing campaign commences. Likely to require over 50% pre-sales before development can start. Note: This process could take longer than the time nominated in this example.	5	6	11
6.	Development Approvals:	Developer not likely to submit DA until they have refined the plan to meet the market pre-sales. Assumed period for the Shire to assess the DA.	5	2	7
7.	Building Permit:	Assumed period for the Shire to assess and approve the building permit. Approval cannot occur until a DA is approved.	7	2	9
8.	Construction Works:	Assumed period to deliver a reasonably large stage as required due to high mobilisation and demobilisation costs in the Pilbara.	12	10	22
9.	Certifications:	Process to have all the relevant service authorities certify the works and enable the title registration application to be processed issued.	22	1	23
10.	Issue of Subdivision Titles:	Process to obtain title registration and actual issue of the Certificate of Titles required by the buyers and their financiers.	23	2	25
11.	Settlement:	Notification to settle the land will typically be no sooner than 30 days from issue of titles.	25	1	26
12.	User Secures Land & Prepares Its Own DA:	Buyer can now prepare their DA. Note: at this stage if the buyer is not the user then there will be a period of time in which the buyer and user need to	25	2	27



FREEHOLD STEPS	Comments on the Process	Start Month	Duration In Months	End Month
	come together and reach agreement. This could add months to the time lines.			
13. User DA Approval:	Process for the user to obtain consent to their plan for the improvements on the site.	27	1	28
14. User Building Permit:	Approval cannot occur until a DA is approved.	28	1	29
15. User Construction:	Assumed period for the users improvements to be constructed. Could be longer or shorter depending on the user's scope of works.	29	6	35
16. User Occupation:	Assumed one month user relocation period.	35	1	36

By comparison the table below provides the indicative steps and time frames for the leasehold development of the Land, and for the first users to commence occupation of the Land.

LEASEHOLD STEPS	Comments on the Process	Start Month	Duration In Months	End Month
1. Acquisition Due Diligence:	Process already advanced with the Shire.	0	3	3
2. Land Acquisition from Shire:	Actual settlement date of the land occurs with OMSB. Assumes the Shire has obtained the necessary subdivision of Lot 9000 and the rezoning to Mixed Business has been gazetted.	3	1	4
3. Initial Market Assessment:	Not required by OMSB	0	0	0
4. Development Plan (DA) Preparation:	OMSB will prepare the plan concurrently with the due diligence period and lodge within the first 60 days.	0	2	2
5. Pre-sale Marketing :	Not required by OMSB	0	0	0
6. Development Approvals:	Assumed period for the Shire to assess and approve the DA.	2	2	4
7. Building Permit:	Assumed period for the Shire to assess and approve the building permit. Approval cannot occur until a DA is approved.	4	1	5
8. Construction Works:	OMSB will be undertaking a streamline initial construction phase to open up land for the first known users.	5	2	7
9. Certifications:	OMSB will utilise licenced contractors for services and self-certify services in accordance with Statutory Regulations.	0	0	0
10. Issue of Subdivision Titles:	Not required by OMSB	0	0	0
11. Settlement:	Not required by OMSB as it will be leasing the land to users.	0	0	0



LEASEHOLD STEPS	Comments on the Process	Start Month	Duration In Months	End Month
12. User Secures Land & Prepares Its Own DA:	The known users do not require a separate DA approval, as OMSB would have included it in the initial application.	1	1	2
13. User DA Approval:	The known user plan will be included in the initial OMSB DA approval.	2	2	4
14. User Building Permit:	Approval cannot occur until a DA is approved.	4	1	5
15. User Construction:	Assumed period for the users improvements to be constructed. Could be longer or shorter depending on the user's scope of works.	5	6	11
16. User Occupation:	Assumed one month user relocation period.	11	1	12

The key time frame milestones are highlighted in yellow but summarised in the table below. **The Leasehold format will bring land on in 1/3rd of the time** of a freehold subdivision, and will enable first users to be in occupation of their new premises within 6-12 months.

Key User Milestone	Leasehold	Freehold	Leasehold Advantage
Confirms Land Secured:	Within 2 months	Between 5-11 months	3-9 months
Commence Construction:	By month 5	By month 29	24 months
User Occupation:	By month 12	By month 36	24 months

The core reasons for freehold subdivision time delay include;

- **Market Testing:** requirement for the freehold buyer to determine market interest and depth before preparing the appropriate subdivision plan.
- **Pre-sales:** requirement to secure sufficient pre-sales before commencing development activities.
- **Development Applications:** two tiers of development applications are required. The first is the lands subdivision, the second is the final development applications for the user's improvements. The second can only be assessed once the subdivided lots are physically created.
- **Freehold Construction & Subdivision:** the process to undertake subdivision & title issue for freehold allotments is longer. It also prevents any subsequent development of improvements on the Land until the subdivision processes are complete.

The core reasons why the OMSB leasehold proposal will deliver land sooner include;

- **Market Testing:** OMSB does not need to test the market before preparing its leasehold allocation plans.
- **Pre-sales:** OMSB is not selling land (it is leasing land) and therefore does not require pre-sales. It also does not require pre-lease commitments as OMSB are confident of generating sufficient interest.



- **Development Applications:** OMSB need to submit only one development application (initially) that will include first user's improvement requirements.

POTENTIAL USERS/TENANTS

Existing Local Businesses

OMSB's project team are participants and members of the Onslow Chamber of Commerce and Industry (OCCI) and are communicating closely with the local business community.

In addition, OMSB has met and or spoken to three local businesses, whom expressed an interest to the Shire, to secure additional land to expand their business. These requirements total 4.0-6.0 hectares, and require varying level of services. OMSB will ensure that the initial development application, which will be submitted within 60 days of entering into a contract with the Shire, includes provision to bring on an area of land no less than 6.0 hectares for earliest occupation.

It is OMSB's intent to deliver this initial land no later than 6 months from the date OMSB settles on the land acquisition.

New Businesses

To generate new jobs and opportunity in Onslow, new businesses need to be encouraged to establish themselves in Onslow. A key factor in getting new businesses interested in Onslow is the OMSB Beadon Creek wharf project, as it enables services currently provided from Dampier, to be provided from Onslow.

OMSB as part of its work on the wharf project are in direct contact with over 30 businesses that may require a presence in Onslow once the wharf project is operational. These are significant businesses that service a range of specific areas and needs in the resource sectors (onshore and offshore).

These businesses will require the support of a range of other service providers, which is where the existing Onslow businesses can generate new business opportunities, and other new small/medium businesses may also be attracted to establish in Onslow.

If OMSB is successful in securing the Airport land, it will be a very active promoter of Onslow and the greater region. OMSB are already allocating considerable resources into this promotional process.

LAND VALUE ASSESSMENT

The Shire has obtained an assessment of the value that suggested the land may be worth \$2,580,000 in total for 34.5 hectares. This equates to \$7.50/sqm.

Our offer price is set at \$4.00/sqm over the gross developable land area, estimated to be 32.0 hectares, which equates to \$1,280,000. This price has been determined based on our assessment for undertaking the development, including the costs, delivery time frames, revenue capacities and a number of other risks.

We do not agree with a number of the assumptions made in the assessment and share a few of our comments below;



- The valuer refers to using two valuation methodologies, market comparison and hypothetical development, but concludes it cannot form an assessment via the later methodology, as it has no development service availability or cost information. The valuer did however acknowledged the costs to develop the land would be significantly higher in Onslow than elsewhere in the Pilbara.

As the developer of the site, we rely solely on the hypothetical development model, and our assessment of the costs, risks and time required to deliver this project are reflected in the price offered.

- The market comparison assessment has relied on six sales with sale rates ranging from \$0.54/sqm to \$55/sqm.
- Of the six sales, one related to a highway land resumption in Roebourne (\$0.54/sqm), one related to a residential zoned parcel of land (\$55/sqm) and one related to a small lot within Tom Price that was developed again for residential uses. These three sales are, in our view not relevant or comparable.
- The remaining three sales are more relevant and are commented on in more detail in the table below;

Land	Details	Comment
Lot 507 & 550 Dampier Road Gap Ridge	285ha of undeveloped land acquired for \$2.65/sqm by Landcorp in August 2010	This was acquired 5 years ago by the Government to deliver industrial land in the Karratha market during an unprecedented time of resource market growth. This sale is not deemed to be arm's length. We also note that despite the strength of the market exhibited at the time the land was acquired there are still unsold lots today, demonstrating the demand risks inherent with developing land in the Pilbara.
Lot 504 Pinga Street Wedgefield South Hedland	28ha of serviced land acquired in May 2012 by Landcorp at \$15.00/sqm	This was a Government acquisition to deliver industrial land in the Port Hedland market during an unprecedented time of resource market growth. This sale is not deemed to be arm's length or comparable. The land is also located adjacent services in an existing industrial precinct.
Lot 503 & 504 Great Northern Highway Port Hedland	8ha of land adjoining services acquired in May 2010 for \$16.30/sqm on deferred terms.	This site was acquired over 5 years ago again during an unprecedented time of resource market growth. The land has been developed into worker accommodation, a use not permitted under the Onslow "Mixed Business" zoning, and therefore is not deemed comparable.

Other important factors that need to be considered in the assessment of the risk associated with this development and the Onslow market, include;

- Onslow, unlike the Port Hedland and Karratha, has had an 8,000ha Special Industrial Area established some 12km from the site which provided the major resource projects ample land



for development of support services effectively removing the demand pressures that necessitated Landcorp to step into the Pt Hedland and Karratha markets.

- We understand that Landcorp were only prepared to assist the Shire with the development of this land on the basis that the land was provided for no consideration.
- Whilst there may be a handful of current “squatter” users in the Onslow area requiring premises, the current Onslow light industrial area footprint (including squatter areas) is approximately 25 hectares in gross area. The development of the airport land will more than double the current light industrial land available. This is a significant increase in land supply that will require significant new demand to fill, particularly as the largest space users are already accommodated within the ANSIA.

DEVELOPMENT PROGRAM

OMSB intends, to commence the civil works on the Land as soon as Settlement occurs. Initial tenants should be accommodated within months after Settlement, depending on the level of improvement or services initially required. The preliminary program is set out below.

OMSB PRELIMINARY LAND DELIVERY PROGRAM				
Action	Start Date	Days	Months	Complete Date
Shire Determination of Buyer Proposal	1/07/15	46	1.5	16/08/15
Documentation of Acquisition & Contract Execution	16/08/15	30	1.0	15/09/15
Buyer Due Diligence	15/09/15	90	3.0	14/12/15
Buyer DA Submission Date	15/09/15	60	2.0	14/11/15
Shire DA Approval	14/11/15	45	1.5	29/12/15
Shire secures rezoning gazettal - Assumed latest date	29/12/15	1	0.0	30/12/15
Shire secure Lot 9000 subdivision - Assumed latest date	29/12/15	1	0.0	30/12/15
Land Settlement	30/12/15	30	1.0	29/01/16
First Tenant Occupation (Assuming no initial service requirements)	29/01/16	60	2.0	29/03/16
Buyer construction tender & award	14/12/15	30	1.0	13/01/16
Buyer Civil Construction Works	13/01/16	180	5.9	11/07/16
Tenant / User Improvement Construction Works	12/02/16	180	5.9	10/08/16
Tenant Occupation (allows for development of services and improvements)	10/08/16	30	1.0	9/09/16
TOTAL	1/07/2015	436	14.3	9/09/2016

OMSB DEVELOPMENT CONCEPT

Our intention is to acquire the whole of the Land in its current undeveloped state, then prepare a new development plan that addresses the potential known user demand, but also create sufficient areas and infrastructure required to attract new users to Onslow.

The development concept is based upon compliance with the Mixed Business zoning under TPS 7 and apply the following fundamental design principles to the location, of approved users across the Land as follows;

- ❖ A preference for smaller land use requirements typically supported by light vehicles to be located along the section of the airport road that faces the Onslow Airport terminal. These uses may include service and support businesses with higher built floor space requirements.



- ❖ Development of internal roads within the Land, linking a limited number of access points onto Onslow Road.
- ❖ A preference for the larger land use requirements typically supported by heavy vehicles to be developed in the areas of the site that do not front the airport access road adjacent to the airport terminal building.
- ❖ Vehicle and truck fuel services and lay up area to be positioned on the corner of Onslow Road and the airport road, where it will be highly visible and convenient for a range of users.
- ❖ Larger land requirement light industry, storage and logistic users to be located across the balance of the areas where OMSB can adjust the leasehold boundaries to meet the needs of the users.
- ❖ Uses that involve manufacturing and material preparation and mixing, for example to be located on the periphery of the Land with direct access to Onslow Road.
- ❖ All boundaries fronting to external roads will be provided with uniform fencing treatment.
- ❖ All development interfaces along the airport road will include higher quality uniform fencing and have a consistent form of landscaping treatment to ensure pleasant visual amenity to people arriving and departing via Onslow Airport.

These design principles are conceptually shown in the concept masterplan provided in **Annexure 4**.

Please note the landscape images shown in **Annexure 4** are conceptual only, final designs will be determined using landscape materials and plant selections that are appropriate to the location and sustainable in the arid environment, having regard to water availability.

The images in **Annexure 6** exemplify the industrial development streetscape we are seeking to avoid through the use of uniform fencing and landscape treatments along key street frontages.

SITE DESCRIPTION

The land to be acquired is referred to as Lot 9000, which is a yet to be subdivided portion of Lot 16, a 529 hectare freehold site owned by the Shire. Refer **Annexure 1 and 2**.

The lot forms a triangular shaped parcel and is bound by Onslow Road to the west, tidal marshlands to the east and is located approximately four kilometres south of the Onslow town centre.

SUBDIVISION APPROVAL

The Shire obtained WAPC conditional approval to the subdivision of lot 9000 on 24 July 2014.

ZONING

We note the advice from the Shire, that the land shown in the plan contained in **Annexure 3** is currently in the process of being rezoned to "Mixed Business" by the Shire, and that the Shire of Ashburton Town Planning Scheme No. 7 (TPS 7) will be amended to reflect this in due course.

Mixed Business Zone



This zone is intended to provide a range of light and service industrial land uses, showrooms and wholesale businesses which, by reason of their scale, character and operational requirements, are not generally appropriate to, or cannot conveniently or economically be accommodated within Commercial or Industrial zones.

Under the Mixed Business zoning the following uses are permitted:

- Hire Services (Industrial)
- Industry – Light
- Industry - Service
- Research Laboratory
- Exhibition, Display and Outdoor Sales Facilities
- Motor Vehicles and / or Marine Repair
- Motor Vehicles and / or Marine Sales & Hire
- Outdoor Display
- Warehouse

Under the Mixed Business zoning the following uses are permitted under discretionary approval:

- Infrastructure
- Storage facility / depot / laydown areas
- Motor Vehicle and / or Marine Service Station
- Office
- Shop

ACCESS

The Shire has recently completed the construction of the road linking the Airport terminal to Onslow Road. Within this road corridor lie the services required for the Airport terminal building including water and power. This entrance point will be utilised as the same access point for parts of the proposed development.

The proposed development will seek to have one, or possibly two additional access points coming off Onslow Road.

SERVICES

The major limitations facing any development in Onslow at present are the restrictions on the provision of power and water services and the costs to deliver and reticulate these services. OMSB is aware of these issues and limitations and will develop a servicing plan to address them. Initial service investigations have resulted in the following findings:

Water

Water Corporation has recently upgraded storage and supply across from the site. New supply mains need to be delivered to the site, and there is the potential need to provide storage tanks on site to moderate supply and pressure fluctuations. OMSB are confident that it can design and deliver a water supply plan that delivers sufficient water to service the development.

Power



Horizon Power infrastructure within the Township is in the process of being upgraded. OMSB are confident that, over time, there will be sufficient capacity to power the full development of the site. However in the interim OMSB are prepared to provide the localised power infrastructure required by the initial end users.

Communications

Telstra have confirmed they are able to provide telecommunications service to the proposed subdivision.

Drainage

More detailed assessment and study of the drainage plan for the land is required to firm up a drainage strategy. We understand that the current undeveloped site drainage strategy relies upon:

1. Rain event of no more than a 1 in 20 years to naturally soak into the ground;
2. Rain event greater than 1 in 20 years collecting in the drainage swales adjoining the new airport terminal road and overflowing the road into a drainage corridor, sheet flowing over the airport car park travelling east to the low lying lands.

The strategy to deal with drainage once the currently undeveloped land becomes developed needs a firmed up solution, the current intention is for the water to flow south towards the Shire's accommodation camp and beyond the low lying lands.

LEVELS & FILL

OMSB are aware that there may be a requirement to add fill to parts or all of the site in order to achieve appropriate design and flood levels.

DEVELOPMENT APPROVALS

OMSB have provided in their submission to have a development application prepared and submitted within the 60 days of the exclusive due diligence period.

HERITAGE & NATIVE TITLE

We understand that there are two Heritage sites located near the Onslow road exits, which have Section 18 Aboriginal Heritage Act clearances, requiring protection and avoidance. These sites obstruct the position of the southern entry point for Road 1, and the future road south past lot 40. Refer to the plan in **Annexure 5**. OMSB will ensure that the development plan for the land ensures that these locations are suitably protected and avoided.

SHIRE AND COMMUNITY BENEFITS

We believe our proposal and the ultimate development of the Land will provide the following benefits to the Shire of Ashburton and the local Onslow community;



Shire Benefits

- Initial one off capital payment for the land.
- Elimination of the development risk if the Shire was to undertake the project.
- Income generation from rates and taxes.
- Potential for additional income opportunities to the Airport through the development of airport related uses adjoining the apron areas, which will access and utilise the Airport facilities.
- Opportunity for existing industrial and mixed business to relocate from the Beadon Creek industrial area to a more appropriate or larger location.

Local Onslow Community Benefits

- New local indirect job and business opportunities created by the construction phases of the project.
- New long term employment opportunities within the businesses established in the area.
- New local jobs created for the ongoing services required to support the new businesses established within the project.
- Attraction of new permanent residents to the Onslow Township and ripple benefits into the local community.
- Increase in the services available locally to the Onslow community.
- Improved landscape and visual amenity at the gateway to the Onslow Township created by the uniform fencing and consistent landscaping along the airport road.
- A viable relocation option to those land users currently conducting business in non-complaint locations.

We thank you for the opportunity to present this proposal and look forward to your earliest response. In the meantime if there are any questions or queries please do not hesitate to contact the writer immediately.

Yours sincerely

Andrew Natta

Marcus Le Messurier



ANNEXURE 1

LAND PURCHASE REVISED PROPOSAL - 7 AUGUST 2015

Our purchase proposal is set out below.

	KEY TERMS
Seller:	Shire of Ashburton
Buyer:	SPV to be established by the Buyer, notionally OMSB Land Pty Ltd or other.
Parties:	Collectively the Seller and the Buyer.
Land:	Refer attached plan concept subdivision plan in Annexure 1 . This plan reflects a change to the Lot 9000 subdivision plan currently approved, being a portion of Lot 16 Onslow Road, Onslow, WA.
Price:	\$4.00/sqm of final gross undeveloped land area acquired. The Price excludes GST, which will be paid by the Buyer if applicable.

The definition of gross undeveloped land area is the total land area less the road and road reserve area already constructed and developed to service the Airport facility, referred to as the Airport Road. An easement will be created over this land to the benefit of the Shire and therefore the land is to be excluded from the Price.

For example our estimated gross Land areas based on the following calculation;

Gross area of Lot 9000 =	343,500sqm
Airport Road easement area =	23,500sqm (approximately)
Gross undeveloped land area =	320,000sqm (approximately)

Under this above calculation the Price would be determined as;

$$\$4.00 \times 320,000 = \$1,280,000 \text{ excluding GST.}$$

Deposit:	10% payable on execution of the Contract. Deposit is refundable in the event the Special Conditions are not satisfied.
Settlement:	30 days following satisfaction of the last Special Condition
Finance:	This proposal is not subject to finance.
Contract:	Form of contract to be mutually agreed between the parties using reasonable endeavours to complete the Contract negotiations during the Due Diligence period or as soon as reasonably possible thereafter.
Development Commencement:	The Buyer will use best endeavours to substantially commence the development of the Land within 12 months of the date of Settlement. Substantial commencement to be defined as the commencement of earthworks on portion of the Land to prepare the Land for development.



	SPECIAL CONDITIONS
Due Diligence:	<p>The Seller providing the Buyer with an exclusive 90 day period in which to undertake its due diligence investigations.</p> <p>The Buyer must notify the Seller in writing before the expiry of the Due Diligence period that it has satisfied its investigations, otherwise the Due Diligence will automatically be deemed not satisfied upon expiry of the due diligence period.</p> <p>In the event the Buyer provides written notice of satisfaction of the Due Diligence period, then the due diligence will extend until such a time as reasonably required for the Contract to be finalised and executed by the Parties.</p>
Zoning:	The Seller formally procures the rezoning of the Land to "Mixed Business".
Subdivision Plan:	The Seller achieving and / or confirming that all necessary consents to the Subdivision Plan set out in Application 149939 as attached in Annexure 1 have been procured.
Subdivision Consent:	Formal WAPC approval being granted for the Subdivision Plan with conditions that are acceptable to the Buyer acting reasonably.
Issue of Title:	Issue of the Lot 9000 Certificate of Title as required to give effect to the Land and in accordance with the Subdivision Plan with caveats and easements acceptable to the Buyer acting reasonably.
Easement:	<p>The easement providing a right of carriageway being created over the portion of the Land referred to as the Airport Road, which provides access and services to the Airport facility. The extent of the easement area to be surveyed and mutually agreed by the Parties acting reasonably.</p> <p>The easement is to include a provision for sharing of the cost to repair and maintain the roadway between the parties who have the benefit of the easement (Shire) and the burden of the easement (Buyer).</p>
Land to be Unencumbered:	The Land being provided at Settlement to the Buyer is to be unencumbered except for easements, caveats, liens, licenses or leases that the Seller has informed the Buyer of, and that the Buyer has consented too, during the Due Diligence period.
Development Application and Approval:	The Buyer obtaining formal consent, with conditions acceptable to the Buyer at its reasonable discretion, to a development application the Buyer prepares for the development of the Land into multiple leasehold allotments.



In addition the Buyer will be afforded absolute discretion in relation to acceptance of any development conditions relating specifically to any conditions that relate to the provision of power, water, sewer and drainage.

The Buyer will be responsible for all of the costs associated with the preparation and submission of the development application.

The Seller agrees to provide the Buyer all relevant land owner consents, as reasonably required by the Buyer, in order to submit the development application.

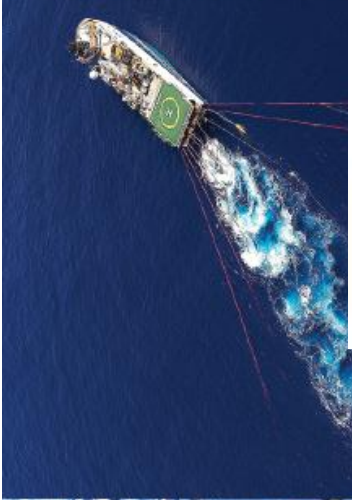
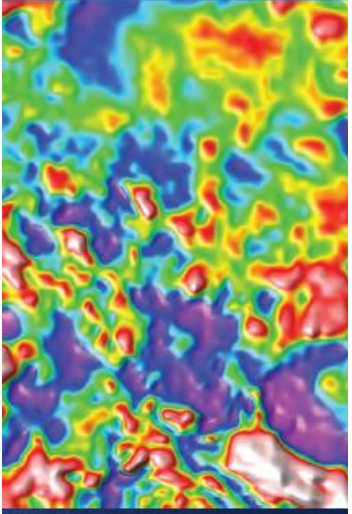
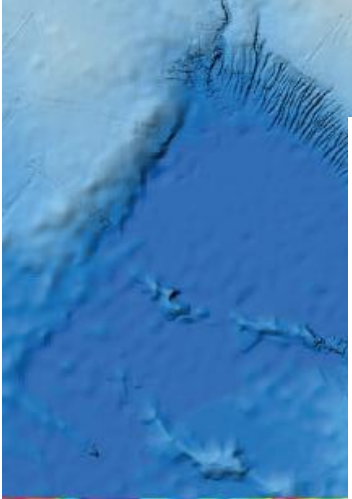
This condition is only valid if the Buyer has prepared and submitted the development application to the relevant authorities before the expiry of the Due Diligence period.

Penalty Interest: In the event Settlement is delayed as a result of the Buyer, then the Seller will be entitled to charge penalty interest on the Price calculated on the applicable CPI rate determined on a daily basis. This does not apply where Settlement is delayed as a result of the Seller.

OTHER CONDITIONS

Non-Compete: The Seller agrees that it will not offer or allow any of the balance of lot 16 to be leased or sold or allowed to be developed for any uses that would otherwise be suitable uses able to be accommodated on portion of the Buyers Land, for a period expiring on the earlier of;

- a) The date at which there is less than 50% of the Land available for either lease or for sale; or
- b) 5 years from Settlement.




ONSLOW MARINE
SUPPORT BASE



Marine Facility Project Overview
3 September 2015



Disclaimer

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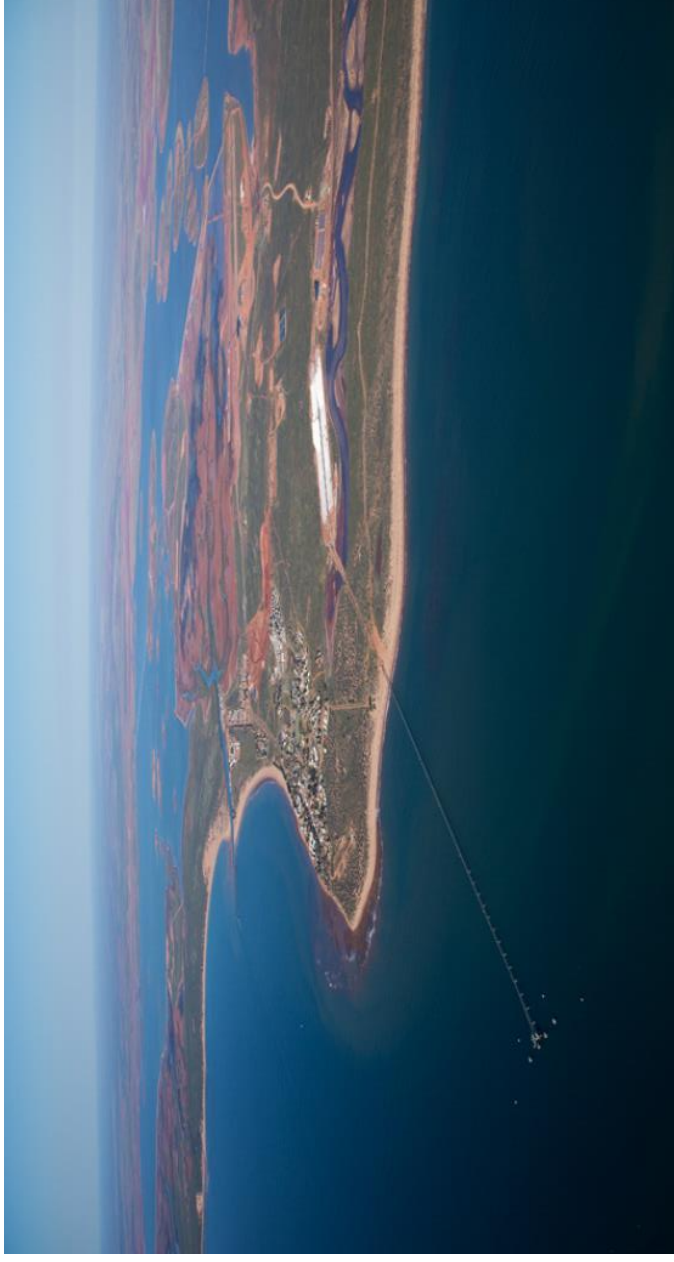
Any forecast or forward looking statements in this Brief are not guarantees of future performance and involve known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond the control of OMSB.

OMSB cannot and does not give any assurance that the results, performance or achievements expressed or implied by the forward looking statements contained in this Brief will actually occur and are cautioned not to rely on these forward looking statements.

Prospective parties or operators must make their own assessments and not rely on any information contained within this Brief.

PROJECT OVERVIEW

- OMSB is developing a marine support base (**Facility or Front Edge**) located in Beadon Creek, Onslow, Western Australia. It is intended that the Facility will facilitate the provision of marine support services, primarily to the resource industries both offshore in Carnarvon Basin and onshore (**Project**).
- OMSB is currently tendering the wharf construction.
- Finalising a two stage dredging plan (1) berth pocket for construction and (2) maintenance and channel dredge.
- OMSB intend to have all construction and the first stage dredging completed by December 2016.
- OMSB has received numerous expressions of interest from multiple suitably qualified marine supply base operators to operate the facility and OMSB intends to appoint a world class operator to attract the clientele that will provide long jeopardy and sustainable industry .



REGIONAL LOCATION

- Onslow is located via road approximately 1390 km north of Perth and 315km south west of Dampier/Karratha.
- By road Perth to Onslow is ~150km closer than Perth the Dampier or ~10%.
- By sea Perth to Onslow is ~115km closer than Perth the Dampier or ~7%.

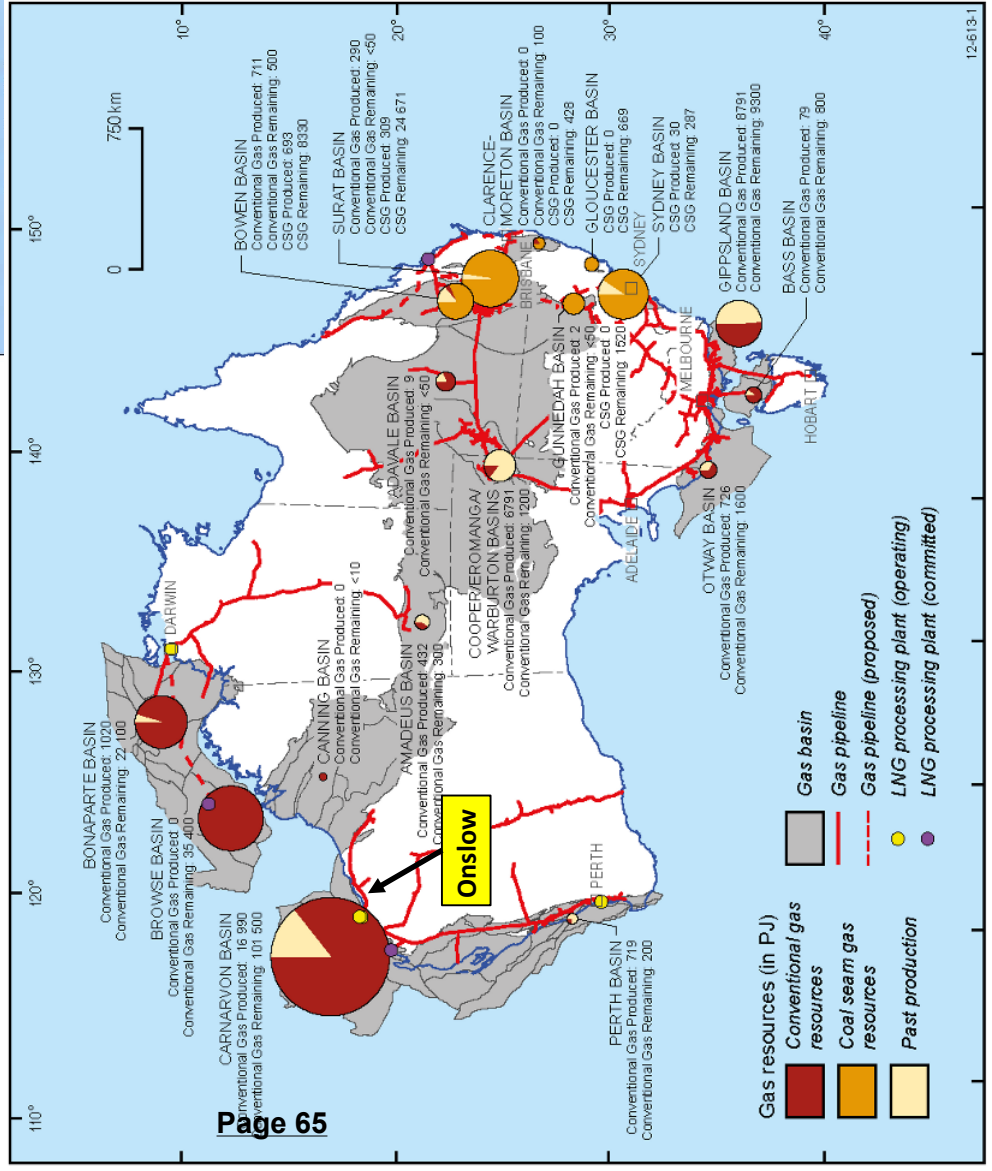
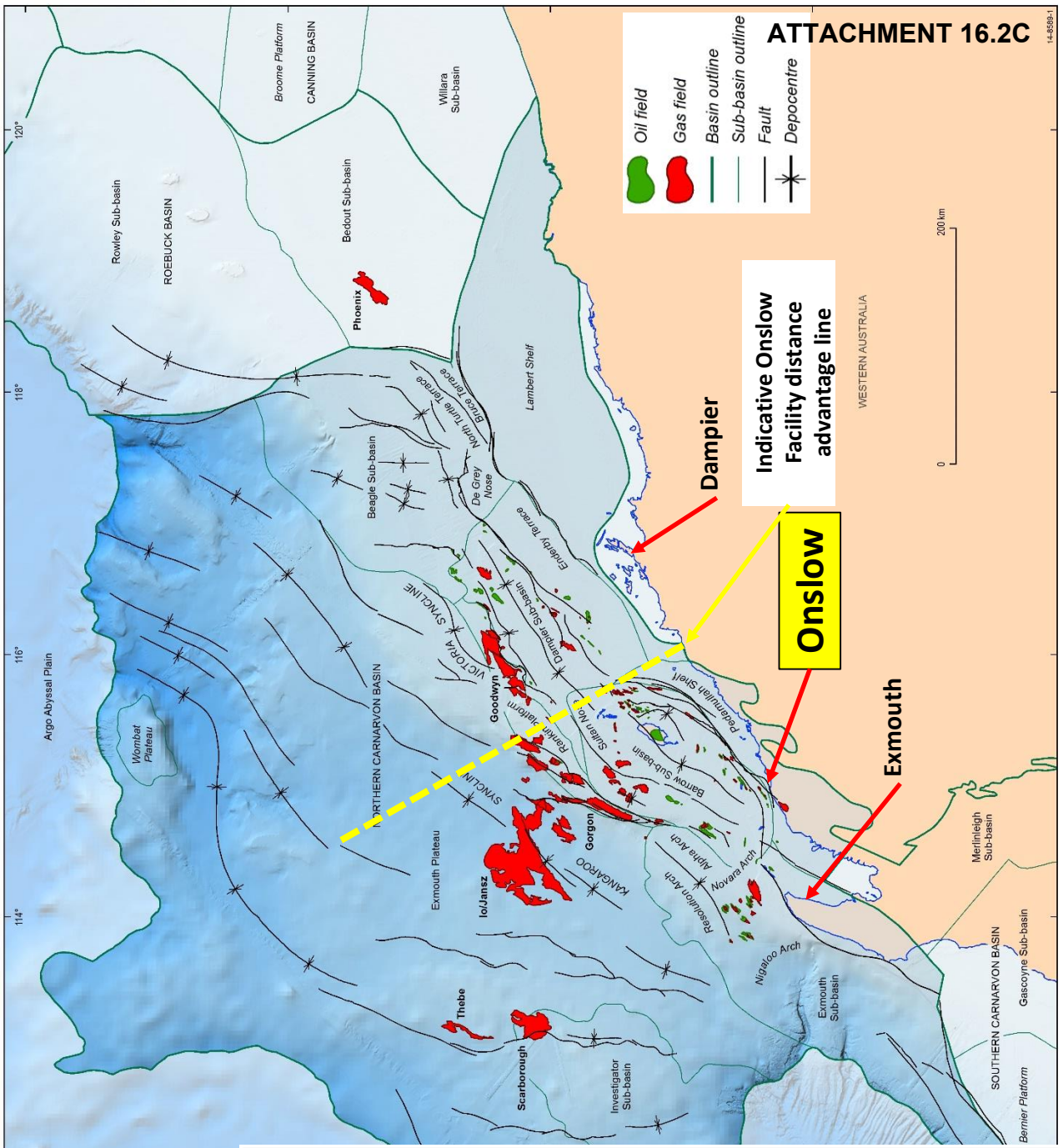
Locations	Road Km	Sea Km
Perth to Onslow	1,390	1,450
Perth to Dampier	1,540	1,565
Perth to Exmouth	1,260	1,340
Onslow to Dampier	315	340
Onslow to Exmouth	400	110



NORTHERN CARNARVON BASIN SNAPSHOT

The Northern Carnarvon Basin covers an area of approximately 535,000sqkm in water depths up to 4,500m.

The Northern Carnarvon Basin is currently considered to be Australia's premier hydrocarbon producing province and contains an established network of oil and gas production infrastructure.



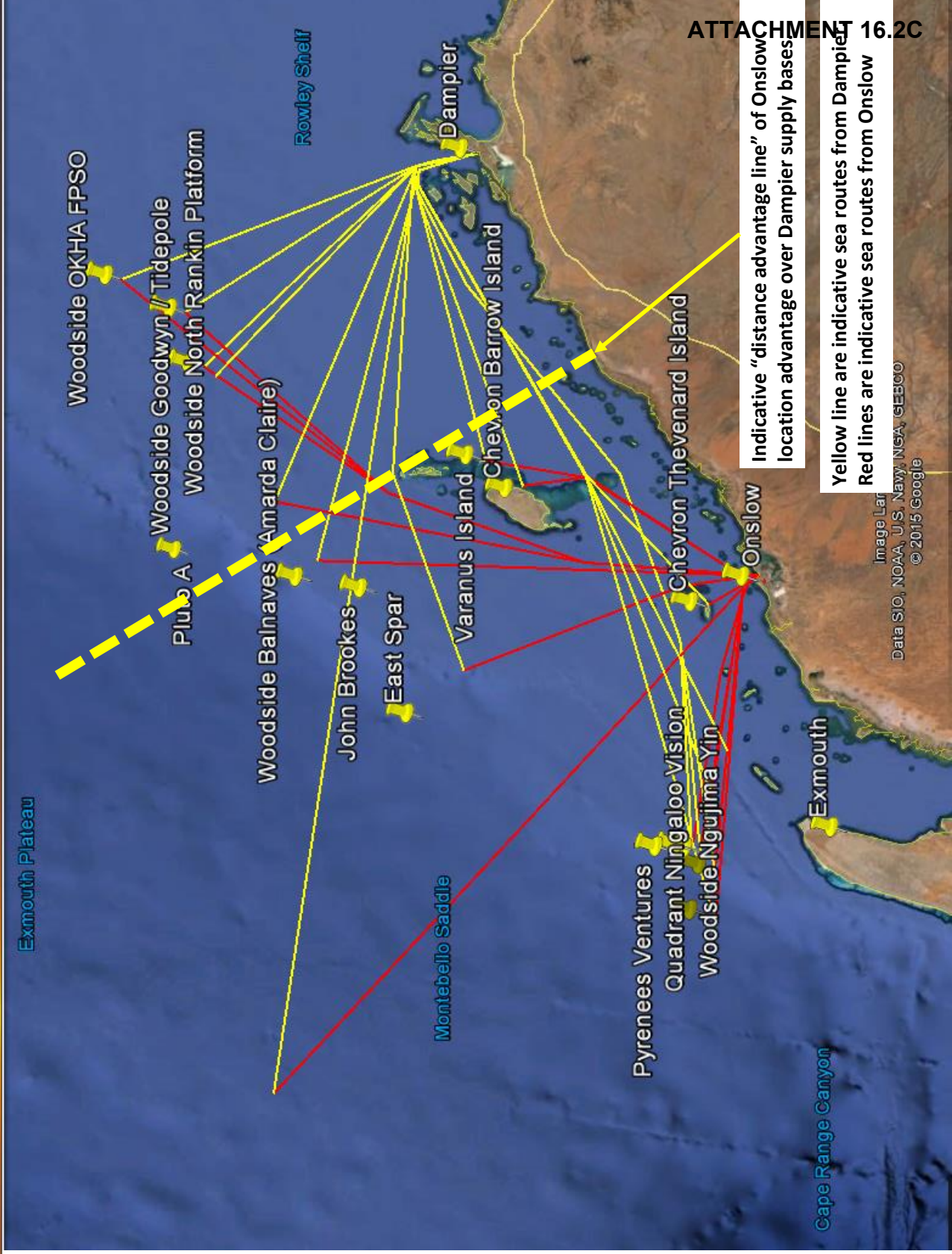
ONSLOW ADVANTAGES

Onslow provides significant operational advantages to logistic and operational service companies that service the oil and gas fields from the Eastern side of Varanus Island, as indicatively shown by the hatched line on the adjoining plan.

This includes Barrow Island, the Gorgon Platform, Thevenard Island, Barrow sub-basin, Northern Exmouth sub-basin and much of the Rankin Platform / Exmouth Plateau.

The locational benefits include;

- Reduced sea travel distances, some significantly;
- Shorter emergency response times;
- reduced road travel distances from Perth;
- Less onerous port operating requirements and lower charges in comparison to Pilbara Port Authority facilities, and
- Attractive airport facility
- Affordable accommodation options
- Emerging town facilities
- A proactive town that is looking to be a part of the industry



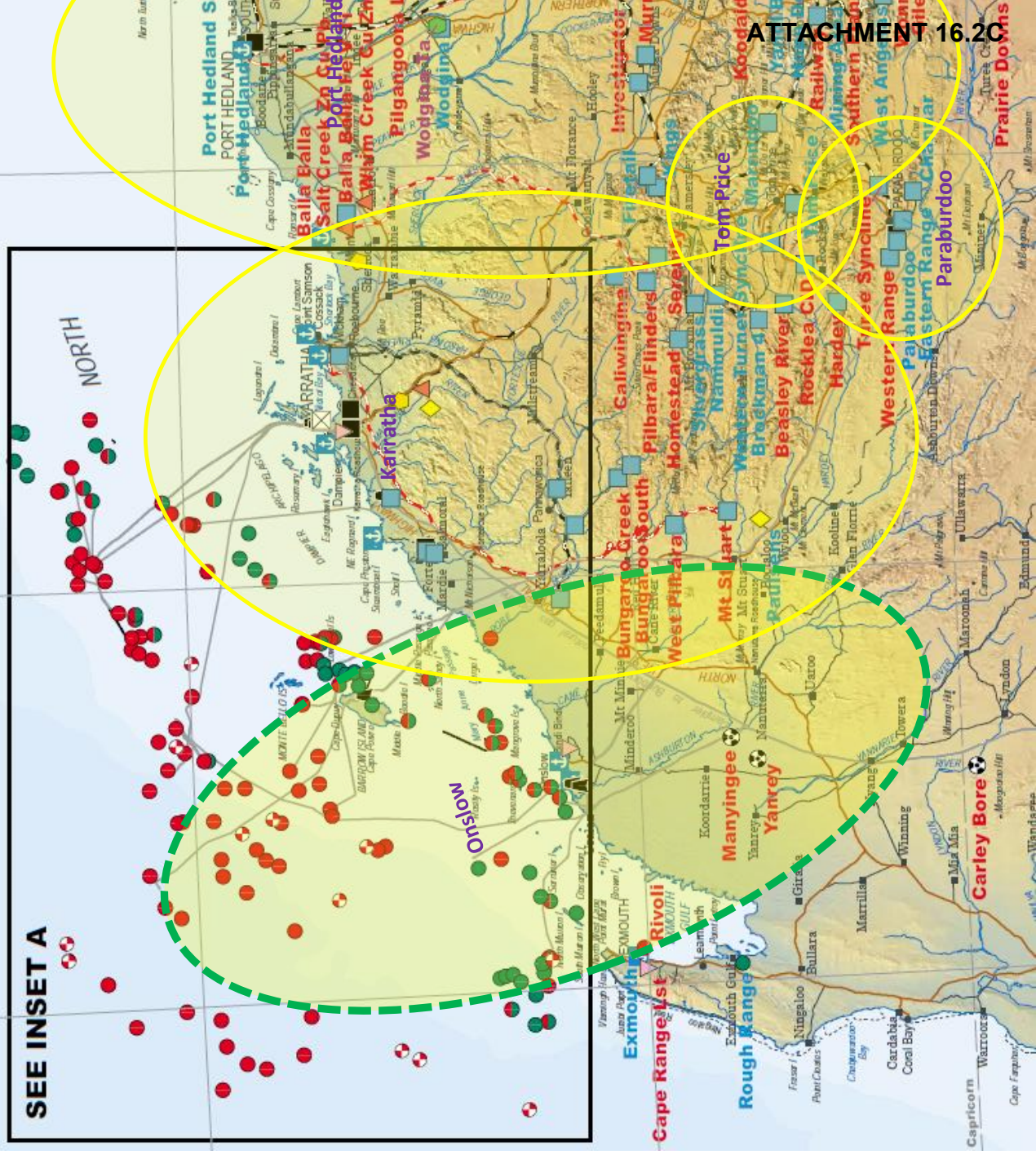
Indicative "distance advantage line" of Onslow location advantage over Dampier supply bases

Yellow line are indicative sea routes from Dampier
Red lines are indicative sea routes from Onslow

Image Lar
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
© 2015 Google

POTENTIAL ONSHORE OPPORTUNITIES FOR ONSLOW

- Karratha / Dampier and Port Hedland provide services not only to the offshore oil and gas industry, but also to a host of onshore mining and industrial enterprises.
- Whilst Onslow does not have the full range of services currently available at Karratha / Dampier and Port Hedland, it has the capacity to greatly expand its services. The new airport industrial lands will allow companies to expand their business and attract other businesses to support these existing companies operating in close proximity to Onslow.
- The greater the range of new businesses that establish in Onslow, the more attractive the location becomes.
- OMSB are also targeting to establish a reasonable fuel supply base in Onslow to service the onshore and offshore demands. This will greatly assist in making Onslow a destination for onshore business, and will dramatically improve the potential for Onslow to become a logistic hub.



Offshore Oil & Gas Industry Support

- OMSB aim to develop a world class marine supply base. This means it must be capable of accommodating a range of offshore oil & gas field activities.
- To accommodate the operational range of vessel, OMSB will undertake a dredging program. JFA and Oceanica (consultants) have been engaged to undertake the detailed design and approval of these works. Not only will this benefit the OMSB facility but it will also benefit the exiting tenants within the creek.
- The dredging is likely to be done in two stages:
 - Stage 1: Berth pocket and turning basin.
 - Stage 2 : Channel dredging.

Onshore Resources - Small General Cargo and Small Bulk

- OMSB is reviewing the ability and demand for importing small volumes of general cargo and fuel.
- There are considerable logistic benefits to general resource, oil and gas industry suppliers if their products can be shipped direct into Onslow (i.e. chemicals, drilling pipe and casing etc), and then stored locally until required offshore. The ability for the OMSB facility to accommodate small general cargo vessels and small bulk cargo vessels will enable this need to be met.

Regional Fuel Supplies

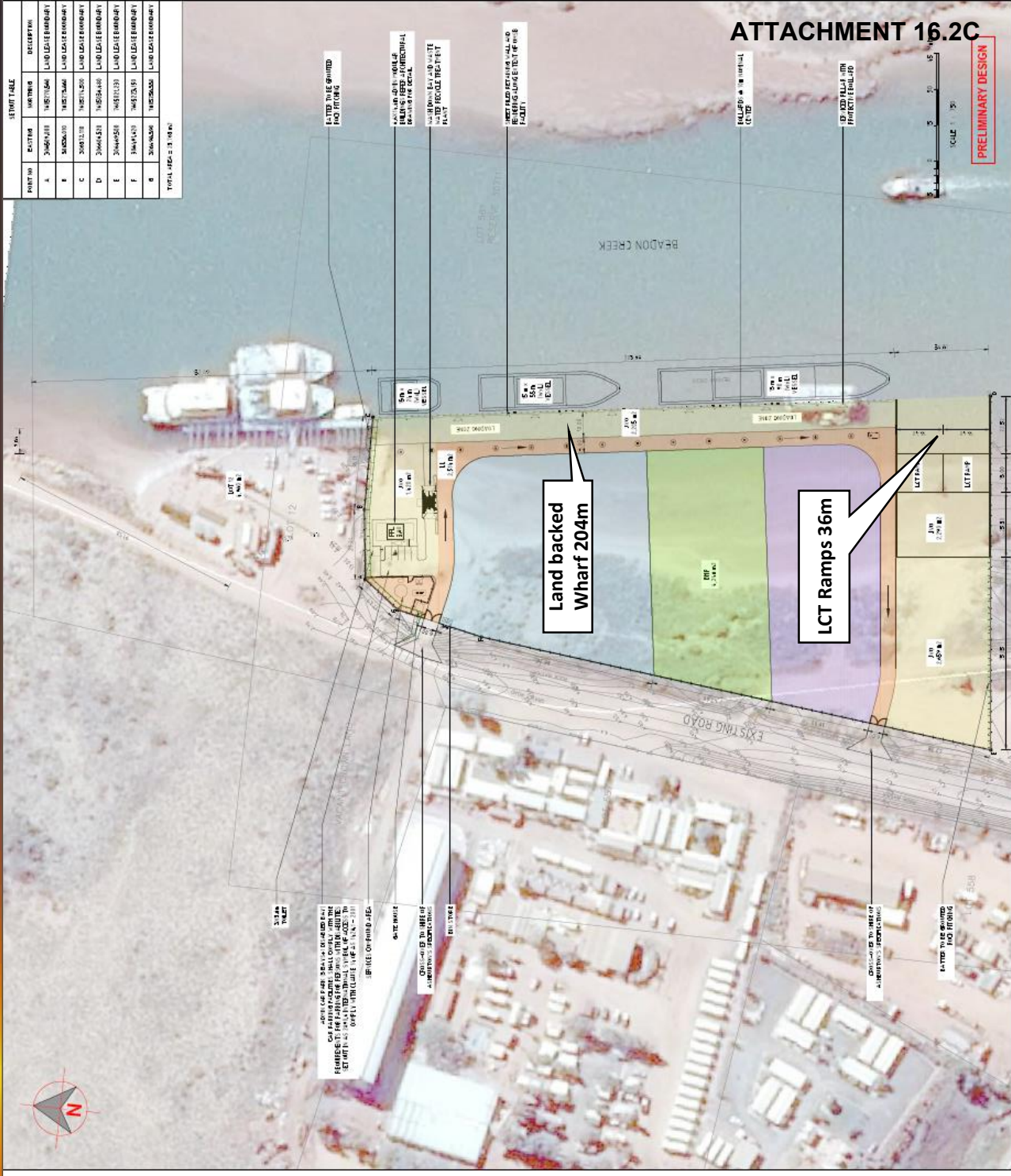
- OMSB is reviewing the ability to establish a fuel storage base in Onslow to service offshore demands, but also the local land based requirements including industrial, mining, road and air transport users. This will allow for better servicing of the ANSIA tenant requirements as well as the Onslow Township and regional area.
- To be an effective fuel supply base it is essential to import, both diesel and aviation fuels, via small tanker vessels (i.e. 2 to 4 million litre bunker vessels) via Beadon Creek.
- Creating substantial fuel storage and supply facilities at Onslow, in the marine and airport precincts, will provide significant benefits to the town including:
 - More affordable fuel;
 - Security of supply;
 - Solve an industry issue for operations within the Onslow region.

OMSB FRONT EDGE - FACILITY IN DETAIL

OMSB are developing a world class marine supply facility that on completion will provide:

- 204m of hard backed wharf, designed to meet specification requirements of major users within the Onslow region;
- 10m wide concrete apron rated to a minimum 40kpa per sqm or a 300 ton crane;
- Two LCT ramps, side by side;
- Approximately 2.1ha of area suitable for laydown and operational uses;
- road network suitable for dual trailers to the Facility;
- security fencing and gating;
- **Tag** area lighting;
- area drainage & storm water containment;
- refuelling capability of 4 million litres per month minimum;
- ablutions and basic office facilities; and
- power, water and communications for the Facility.

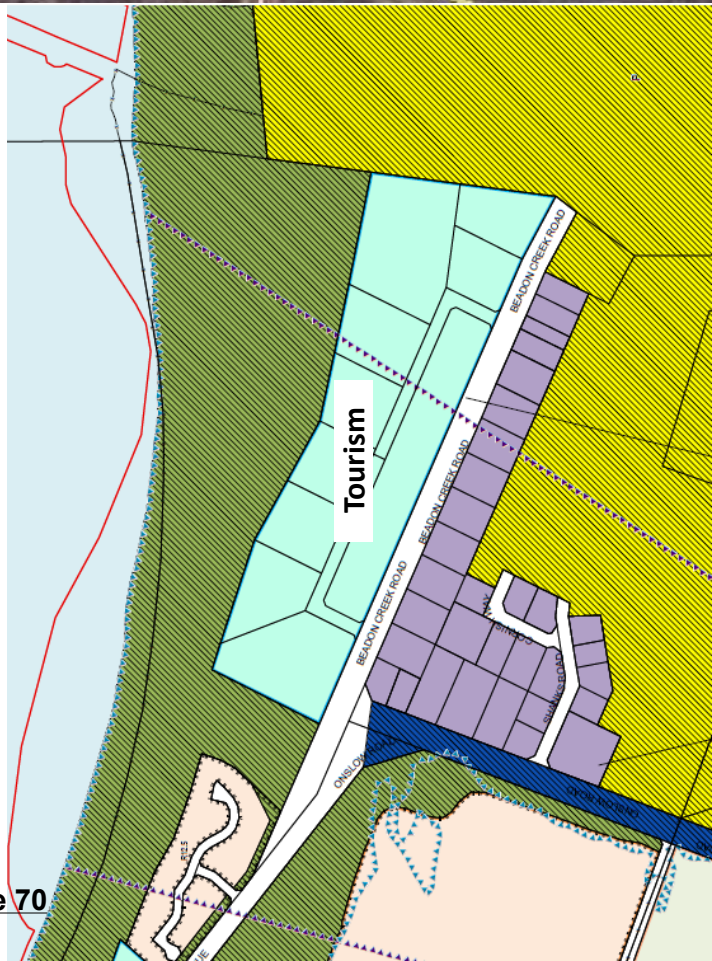
Note: the position of the LCT ramps to the southern end of the facility means access to the future DoT Marina will never be blocked by a vessel moored in the OMSB facility. The OMSB berthing pocket is well away from the Beadon Creek channel, and therefore berthed vessels will no obstruct the channel at any time.



EXISTING LIGHT INDUSTRIAL AREA

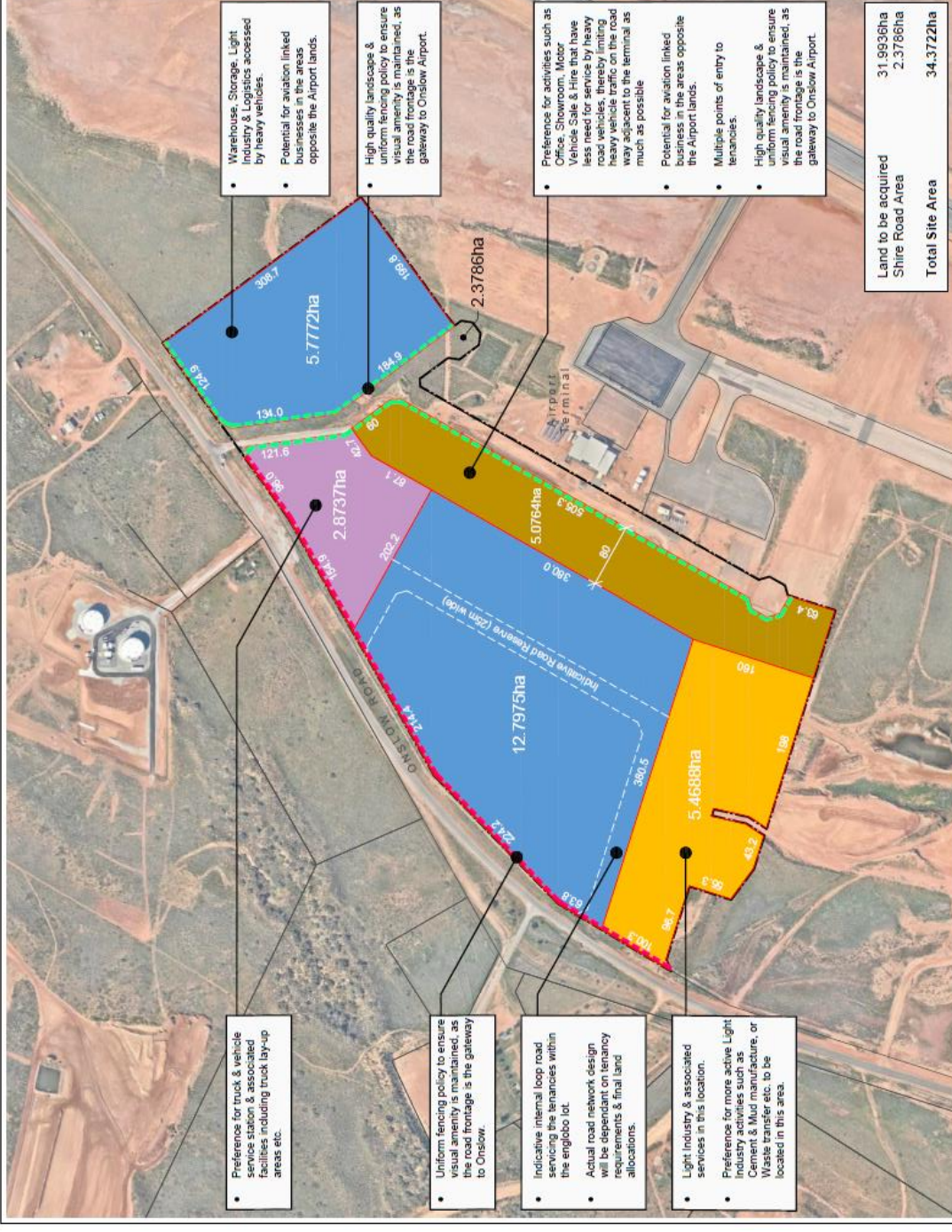
The existing Onslow Light Industrial Area (LIA) consists of:

- Approximately 16ha (shown in green outline);
- Accommodates some 25 businesses;
- The eastern end is DoT owned land and forms part of the Beadon Creek marine precinct. Within this precinct there are land areas available for lease now.
- The western end comprises some 32 freehold lots ranging in size from approximately 1,500sqm to 7,200sqm. Within this area there are numerous unoccupied sites and some options for purchase or lease.
- The land to the north of Beadon Creek road has a tourism zoning.



AIRPORT LAND - OVERVIEW

- OMSB is negotiating with the Shire of Ashburton (Shire) to acquire some 34ha of the Onslow airport lands. Refer attached plan
- The land is currently in the process of being rezoned to “Mixed Business” by the Shire, and the Shire of Ashburton Town Planning Scheme No. 7 (TPS 7) will be amended to reflect this in due course.
- The proposal was considered by the Shire at its meeting 15 July 2015 and the Shire has been authorised to negotiate an outcome with OMSB. A final proposal is on the agenda for the meeting on the **16 September 2015**.
- The OMSB has sought to acquire the land as it believes the Front Edge facility and the Airport Land together will further enhance the attraction to the Oil and Gas operators and other local industries within the Carnarvon Basin area, and other onshore resource sector businesses.
- Being successful in achieving this cross pollination of users between the Front Edge and the Airport Land puts OMSB in a unique position to be able to commence both developments within the next 12 months.
- Successful delivery of this OMSB strategy will lead to the creation of a significant number of permanent jobs, potentially 100-150, and additional business activity for the Town of Onslow.



EXAMPLES OF LANDSCAPING & FENCING



FRONT EDGE AND AIRPORT LAND SYNERGY

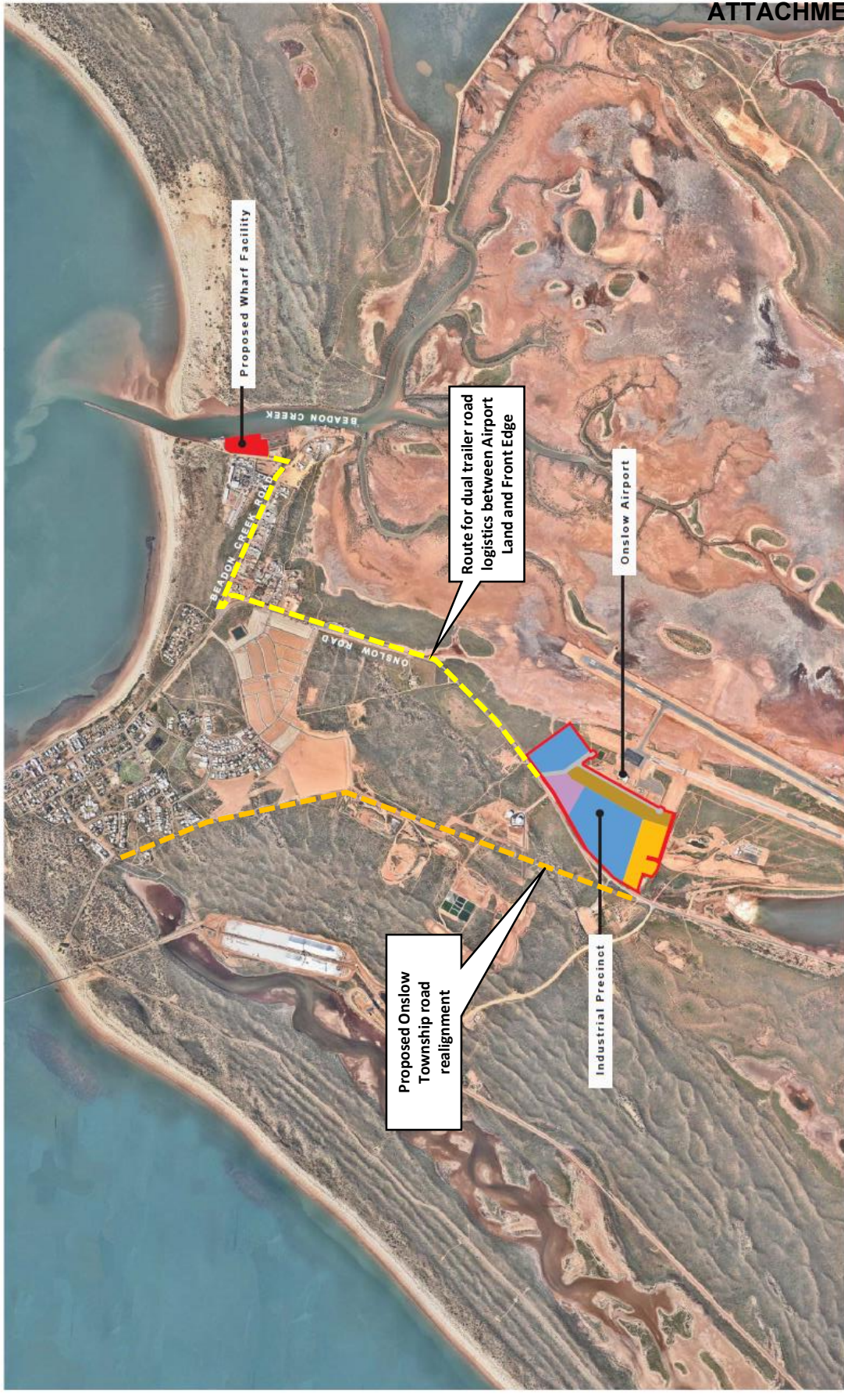
The adjoining plan highlights the location of the Front Edge and Airport Land.

The Airport Land is located on the main road into town, approximately 3.5 kilometres from the Front Edge.

The development of the Front Edge will significantly enhance the ability for Onslow to be a major service location for the Carnarvon offshore oils and gas industry. The opportunities that can be created at the Airport Land by the development of the Front Edge include;

- Oil and gas industry material manufacture and supply.
- Logistics for construction and ongoing day to day support for offshore activities.
- Storage & warehousing.
- Laydown and demurrage areas.
- Servicing, repair, maintenance and support businesses.
- Local administrative functions
- Quarantine and Customs services
- Support service to the airport facility
- Support services for the expanding Onslow township and ANSIA.

Onslow enjoys separation of its residential areas from its industrial and marine areas as shown on the plan.



LEGEND

- OSHB Concept Plan Boundary
- Proposed Wharf Facility Size
- Logistics
Fuel & Truck Damage
- General & Commercial Industrial Uses /
Offshore Chemicals
Concrete & Mud

CONTEXT PLAN
ONSLOW AIRPORT
INDUSTRIAL PRECINCT MASTER PLAN

Scale: 1:10,000
 Date: 17 October 2013
 Prepared by: **504**
 711, 821 00 Adelaide Avenue
 Adelaide SA 5000

FRONT EDGE & AIRPORT LAND LOCATION TO ANSIA

The distance between the marine facility, Airport Lands and the ANSIA are tabled below.

The ANSIA project has created an 8,000 hectare industrial development precinct in which major oil and gas producers are encouraged to establish processing plants.

Within this precinct there is the potential for these producers to establish support services that could diminish the demand for the Airport precinct land, which is a risk for the rate of development of the Airport precinct.



































APPROX ROAD DISTANCES (KM)	Front Edge	Airport Land	MOF	APPROX DIRECT DISTANCES (KM)	Front Edge	Airport Land	MOF
Front Edge:	0	3.5	34.5	Front Edge:	0	2.5	13
Airport Lands:	3.5	0	31	Airport Lands:	2.5	0	10.1
Onslow Town:	2.1	3.3	34.3	Onslow Town:	2	2.5	12.3
Airport:	4	0.5	31.5	Airport:	2.8	0.5	11.1
ANSIA Accommodation:	21.5	18	13.5	ANSIA Accommodation:	17	13.8	10.6
ANSIA BHP Plant:	29.5	26	12.5	ANSIA BHP Plant:	18	14.8	5.7
ANSIA Chevron Plant:	31.5	28	0.5	ANSIA Chevron Plant:	13.8	10.5	0.5
MOF:	34.5	31	0	MOF:	13	10.1	0

AIRPORT LAND - EXISTING & NEW TENANT TARGETING



The Airport land is being developed to provide areas for businesses that provide service to the offshore oil and gas industry and other onshore resource industries. Discussions have or will be held with the following potential tenants in the table below.

Potential Tenant	Operations	Potential Tenant	Operations
	Operator	Tenaris	Pipe supplier
	Operator	Sumitomo	Pipe Supplier
	Operator	Subsea 7	Specialist Pipe Construction
	Operator	Fugro TSM	Survey & Pipelayers
	Operator	CGG Veritas	Survey
	Operator	Farstad	Support Vessels
	Logistics	Switzer	Support Vessels
	Logistics	Bhagwan Marine	Support Vessels
	Logistics	Australian Maritime Services	Support Vessels
	Logistics	Mermaid Marine	Support Vessels
	Logistics	Hombeck	Support Vessels
	Logistics	Emas	Vessel Pipe Layer
	Logistics	Modec	FPSO Management
	Drill muds & oils	DG Cargoes	Dangerous Goods Transport
	Drill muds, oils & cement	Caltex	Fuel Supplier
	Drill muds, oils & cement	BP	Fuel Supplier
	Drill muds, oils & cement	Tox Free	Waste Management
	Offshore baskets & oils	Veolia	Waste Management
	Offshore baskets & oils		
	Construction & Maintenance		
	Construction & Maintenance		
	Construction & Maintenance		
	Construction & Maintenance		
	Construction & Maintenance		
	Construction & Maintenance		
	Construction & Maintenance		



FORM B2 - FORM APPROVAL NUMBER B1746

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED**BLANK INSTRUMENT FORM****DEED OF EASEMENT IN GROSS**
SECTION 195 LAND ADMINISTRATION ACT 1997

(Note 1)

DEED OF EASEMENT dated

2015

BETWEEN:

1. **WATER CORPORATION** a statutory body corporate established under the provisions of the *Water Corporation Act 1995 (WA)* of 629 Newcastle Street, Leederville, Western Australia (**Grantee**)
2. **SHIRE OF ASHBURTON** of Post Office Box 567, Tom Price, Western Australia (**Grantor**)

RECITALS:

- A. The Grantor is registered as the proprietor of an estate in fee simple in the Land.
- B. The Grantor has agreed to grant the Grantee an easement in gross under section 195 of the Empowering Legislation in respect of that part of the Land described as the Affected Land, for all or any one or more of the purposes contained in this deed.

THIS DEED WITNESSES and the parties agree as follows:**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Deed unless the contrary intention appears:

Affected Land means that part of the Land described in Item 2 of the Schedule;**Business Day** means any day except a Saturday, Sunday or public holiday in Western Australia;**Consideration** means the consideration (if any) described in Item 3 of the Schedule;**Deed** means the deed between the Parties constituted by this document and includes the recitals and any amendments made from time to time in accordance therewith and any schedules hereto and "this Deed" has a corresponding meaning;**Easement Plan** means 'interest only' Deposited Plan 405414;**Empowering Legislation** means the *Land Administration Act 1997 (WA)* as amended;**Encumbrances** means the limitations, interests, encumbrances and notifications (if any) on the Land, as described in Item 4 of the Schedule;**Grantee** includes the successors in title to the Grantee;**Grantee's Patrons** means the workmen, officers, servants, employees, contractors, agents, customers, invitees, lessees, licensees and other acting under the authority of the Grantee from time to time and at all times in the future;

Grantor includes the successors in title to the Grantor;

Land means the land described in Item 1 of the Schedule;

Landgate means the Western Australian Land Information Authority, trading as Landgate;

Party means a party to this Deed and "parties" shall have a corresponding meaning;

Schedule means the schedule attached to this Deed;

Vehicle means a vehicle of any description laden or not laden.

1.2 Construction of Terms

Unless repugnant to the sense or context:

- (a) Every covenant or agreement expressed or implied in this Deed in which more persons than one covenant or agree bind such persons and every two or more of them jointly and each of them severally;
- (b) Reference to any party shall mean and include a reference to that party, his successors or personal representatives (as the case may be) and transferees;
- (c) Reference to a "person" includes a corporation, firm, unincorporated association, and a government or statutory body or authority;
- (d) Words importing the singular or plural numbers shall include the plural number and singular number respectively;
- (e) A reference to any gender shall include all genders;
- (f) References to acts and statutes shall include all statutes amending or consolidating the statutes referred to;
- (g) Words (including defined expressions) importing individual persons only shall include corporations;
- (h) Headings shall not affect the construction or interpretation of this Deed;
- (i) References to clauses are references to the clauses of this Deed;
- (j) A reference to a recital, clause, schedule or annexure is a reference to a recital, clause, schedule or annexure of this Deed;
- (k) References to currency are to the currency of Australia unless otherwise stated; and
- (l) Time is the local time in Perth.

2. GRANT OF EASEMENT

In consideration of the premises and for the Consideration, by this Deed the Grantor, being registered as the proprietor of an estate in fee simple in the Land subject to the Encumbrances, for itself and its successors in title, the registered proprietor or proprietors for the time being of the Land, transfers and grants to the Grantee under, and in accordance with section 195 of the Empowering Legislation, an easement for the full and free right and liberty to and for the Grantee for as long as necessary:

- (a) by the Grantee and the Grantee's Patrons, with or without Vehicles, from time to time and at all times after the date of execution of this Deed, to enter upon the Affected Land or any part of the Affected Land and to occupy the Affected Land for all or any of the purposes of constructing, extending, maintaining, altering or improving:
 - (i) a new pipeline, an existing pipeline or any other pipelines (each a **Pipeline**) for the carriage of water or waste water through, under, over or upon the Affected Land; and
 - (ii) any apparatus (**Fitting**) connected with, and requisite to secure the safe and proper working of, a Pipeline and for all or any of those purposes to:
 - (A) make surveys and take levels of the Affected Land as it thinks fit;
 - (B) clear and keep cleared during construction and as required for maintenance the Affected Land from all trees shrubs crops and all other growth and to grade such parts as the Grantee and/or the Grantee's Patrons may think fit and utilize or remove from the Affected Land any earth stone gravel bitumen sand or other soil timber or trees required for the purpose of the construction or maintenance of any part of the undertakings or works authorised by the Grantee;
 - (C) construct, extend, maintain, alter and improve a Pipeline or a Fitting or any one or more of them through, under or upon the Affected Land;
 - (D) open and break up the soil of the Affected Land and excavate and sink trenches for the purpose of constructing, inspecting, extending, maintaining, replacing, repairing, altering, improving or removing a Pipeline or a Fitting or any one or more of them;
 - (E) open, cleanse, inspect and repair a Pipeline or a Fitting or any one or more of them;
 - (F) alter the position or construction of any Pipeline or Fitting within the Affected Land; and
 - (G) do all such things that may be necessary or convenient for constructing maintaining altering repairing removing or using the whole or any part of the Pipeline or Fitting on the Affected Land.
- (b) from time to time and at all times after the date of execution of this Deed to use a Pipeline for the passage of water or waste water along, over, under or upon the Affected Land or any part of the Affected Land.

3. GRANTOR'S COVENANTS

By this Deed the Grantor, for itself and its successors in title, the registered proprietor or proprietors for the time being of the Land, covenants with the Grantee:

- (a) not without the prior written consent of the Grantee on each occasion to:
 - (i) construct, make or erect or cause, permit or suffer to be constructed, made or erected any building or improvement or part of a building or improvement under, upon or over the Affected Land;
 - (ii) plant, or cause, permit or suffer to be planted, any trees or shrubs on the Affected Land; or
 - (iii) place, or cause, permit or suffer to be placed or to remain, on the Affected Land or any part of the Affected Land any thing or any part of a thing which does, or is likely to, prevent or hinder the Grantee in the exercise of its rights and privileges under this Deed;
- (b) to indemnify, and keep indemnified, the Grantee from and against:
 - (i) all damage caused to a Pipeline or a Fitting or any one or more of them by, or arising out of, or incidental to, the construction, making or erection of any building or improvement constructed, made or erected on the Land by the Grantor or any employee, agent or contractor of the Grantor, or any other person for whom the Grantor is responsible or who is on the Land with the express or implied consent of the Grantor;
 - (ii) all damage caused by, or arising from, or incidental to, any damage to a Pipeline or a Fitting referred to in sub-paragraph (i);
 - (iii) any and all claims for making good any damage to the Affected Land beyond re-levelling the surface of the Affected Land after any works by the Grantee to any Pipeline or Fitting on the Affected Land;
 - (iv) without limiting clause 3(a), if the Grantor seeks, and is granted, written approval to effect any of the improvements at clause 3(a), the Grantor further covenants to indemnify, and keep indemnified the Grantee against claims for making good any and all damage, to any of such improvements; and
 - (v) any and all claims arising from loss of amenity, nuisance or interrupted quiet enjoyment of the Land which may arise as a result of the Grantee entering upon and using the Affected Land or any part of the Affected Land for all or any of the purposes or rights as granted to the Grantee under this Deed, and the exercise of the Grantee of such rights under this Deed.

4. GRANTEE'S COVENANTS

By this Deed the Grantee covenants with the Grantor and its successors in title, the registered proprietor or proprietors for the time being of the Land, to:

- (a) complete any work from time to time commenced on the Affected Land (**Grantee's work**) with all convenient speed;
- (b) fill in, consolidate and level off any holes or trenches made or caused by the Grantee's work on the Affected Land;
- (c) reinstate and make good by re-levelling the surface of the Affected Land following completion of the Grantee's work;

- (d) carry away all earth and rubbish occasioned by the Grantee's work;
- (e) whilst the soil or surface of the Affected Land is opened and during the progress of any construction, alteration, repair or maintenance work to a Pipeline or a Fitting on the Affected Land, to affix adequate warning signs or notices and ensure that the Affected Land is properly fenced off or guarded in order to eliminate, so far as is reasonably possible, the risk of injury or damage to persons and animals from that construction, alteration, repair or maintenance work; and
- (f) indemnify the Grantor and its successors in title against any loss, damage or liability suffered by any person other than the Grantee as a result of the negligence of the Grantee in relation to the exercise of its rights under this Deed.

5. MUTUAL COVENANTS

The Grantor (for itself and its successors in title, the registered proprietor or proprietors for the time being of the Land) and the Grantee hereby mutually agree and declare that:

- (a) The Grantee shall not be required to fence off the whole or any part of the Affected Land;
- (b) The Grantor acknowledges and agrees that during the initial construction and installation of the Pipeline, the Grantee will dig up the surface of the Affected Land and during that time there will be considerable disruption to the Affected Land and to any business operating on the Land. Any business adjacent to the Affected Land is likely to be significantly interrupted and may be required to close down or limit its operation over the period of construction of the Pipeline;
- (c) The Grantor agrees and acknowledges that any development of the Land prior to completion of construction of the Pipeline will be minimal, and the Affected Land will only be used for such things as parking, storage, construction or portable buildings, subject to consent of the Grantee in accordance with clause 3(a) of this Deed. The Grantor further agrees that any vegetation on the Affected Land will be kept to a minimum;
- (d) Except for the Consideration, the Grantee shall not be liable for and shall not be required to pay any compensation to the Grantor or to any other party who has a right to use, occupy or possess the Land or any part of it, for any losses, including, but not limited to, loss of profits, or any economic loss sustained in any way arising out of the Grantee exercising any of its rights under this Deed; and
- (e) The Grantee shall not be required to make good any physical damage to any land premises or thing on the Affected Land caused by the Grantee or the Grantee's Patrons carrying out any of the Grantee's work save as provided for in clause 4 of this Deed, but the Grantor acknowledges and agrees that nothing in this Deed shall require the Grantee to replace or repair any bitumen or car park surface or other improvement on the Affected Land.

6. REGISTRATION

6.1 Registration

As soon as practicable after execution this Deed will be registered at Landgate.

6.2 Further Assurance

Each party will do all things and execute all further documents, necessary to enable registration of this Deed at Landgate and to give full effect to this Deed.

7. GENERAL

7.1 Modification of rights

Without limiting clause 7.2, the rights granted to the Grantee under this Deed will not be modified, surrendered, released or abandoned either wholly or partially except with the prior written consent of the Grantor and the Grantee and neither of those parties shall make application to any Court, the Commissioner of Titles, the Registrar of Titles or Landgate for the partial or whole modification, removal or extinguishment of any right granted to the Grantee under this Deed except with such prior written consent of all parties.

7.2 Onslow Salt Pty Ltd

- (a) The parties acknowledge that at the time of entering into this Deed, the Land is also the subject of certain mining tenements held by Onslow Salt Pty Ltd (ACN 050 159 558) (OSPL) and that OSPL has provided its consent to the grant of the easement the subject of this Deed over the Easement Land on the terms set out in this Deed.
- (b) The parties agree for their own benefit and in favour of OSPL that they will not modify, vary or amend or allow any modification, variation or amendment to:
- (i) the size or location of the Easement Land; or
 - (ii) the terms of this Deed in a manner which is, or is reasonably likely to, adversely affect OSPL or its operations or activities upon the Easement Land,
- without the prior written consent of OSPL and which consent shall not be unreasonably withheld or delayed.
- (c) The parties acknowledge and agree that this clause 7.2 shall only apply while OSPL is the holder of one or more of the mining tenements described in clause 7.2(a) (as extended or varied) or any mining tenements granted or applied for in conversion or substitution for, or a lien of, the whole or any part of those mining tenements.

8. GST

8.1 Definitions

- (a) In this clause 8:
- (i) **GST** means goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST law or otherwise on a supply;
 - (ii) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth);
 - (iii) **GST law** has the same meaning as in the GST Act; and
 - (iv) **Tax Invoice** includes any document or record treated by the Commissioner of Taxation as a tax invoice.
- (b) Words used in this clause 8 which have defined meanings in the GST law have the same meaning as in the GST law unless the context otherwise indicates.

8.2 Adjustment of GST

- (a) Unless expressly included, the consideration for any supply under or in connection with this Deed does not include GST.

To the extent that any supply made under or in connection with this Deed is a taxable supply the consideration for that supply is increased by an amount determined by the supplier, not exceeding the amount of that consideration (or its market value) multiplied by the rate at which GST is imposed in respect of the supply.

- (b) The amount so determined must be paid by the recipient of the supply even if the recipient disputes the determination.
- (c) If an adjustment event occurs following a determination under clause 8.2(b):
 - (i) the supplier must make a further determination under clause 8.2(b) of the adjusted amount of consideration payable; and
 - (ii) if the GST component of that adjusted consideration differs from the amount originally determined, the amount of the difference must be paid by, refunded to or credited to the recipient, as the case may be.

8.3 Tax Invoices

The Supplier must issue a Tax Invoice to the recipient of supply to which clause 8.2 applies no later than 7 days following payment of the amount determined under that clause.

8.4 Reimbursements

If either Party is entitled under this Deed to be reimbursed or indemnified by the other Party for a cost or expense incurred in connection with this Deed, the reimbursement or indemnity payment must not include any GST component or the cost or expense for which an input tax credit may be claimed by the Party entitled to be reimbursed or indemnified, or by its representative member.

8.5 Dispute resolution

- (a) If the recipient disputes the supplier's determination under clause 8.2, or considers that the amount of the increased consideration is unreasonably high, it may refer the matter to expert determination.
- (b) If the Parties do not within 14 days agree on the person to be appointed as expert, or if the person agreed upon does not accept the appointment, either party may request the President for the time being of the Institute of Chartered Accountants in Australia (Perth branch) to appoint a suitably qualified person.
- (c) The expert must act as an expert and not an arbitrator.
- (d) The expert's decision is final and binding on the Parties who must give effect to that decision.
- (e) The expert's fee (including expenses) must be borne by the Parties as determined by the expert, but each Party must bear its own costs.

9. NOTICES

- (a) Each notice authorised or required to be given to a party shall be in writing and may be delivered personally or sent by properly addressed and pre-paid mail or facsimile in each case addressed to the party at its address set forth in this Deed, or as the case may be to such other address as it may from time to time notify to the other party pursuant to this Deed.
- (b) Each party may from time to time change its address by giving notice pursuant to this Clause to the other party.
- (c) Any notice given pursuant to this clause shall be conclusively deemed to have been received:
 - (i) in the case of personal delivery, on the actual day of delivery if delivered prior to 5.00 p.m. (Perth Time) on a Business Day or on the next following Business Day if

- (ii) delivered after 5.00 p.m. (Perth Time) on a Business Day or on other than a Business Day;
- (iii) if sent by mail, on the second clear Business Day after the day of posting; or
- (iv) if sent by facsimile, on the day a receipt by the sender of the answerback code of the addressee at the conclusion of the transmission if received prior to 5.00 p.m. (Perth Time) on a Business Day or on the next following Business Day if received after 5.00 p.m. (Perth Time) on a Business Day or on other than a Business Day.

10. LEGAL COSTS AND STAMP DUTIES

- (a) The Grantor will pay the costs of preparing the Easement Plan.
- (b) The Grantee will pay all duties assessed on this Deed (if any).
- (c) The Grantee will pay the registration costs for registration of this Deed at Landgate.
- (d) Each party will pay their own solicitor's costs in relation to the preparation of this Deed.

SCHEDULE**1. Land**

- (a) Lot 9001 on Deposited Plan 405414 being the whole of the land comprised in Certificate of Title Volume _____ Folio _____ (Lot **9001**).
- (b) Lot 9500 on Deposited Plan 405414 being the whole of the land comprised in Certificate of Title Volume _____ Folio _____ (Lot **9500**).

2. Affected Land

- (a) As to the Land described above in Item 1(a), being Lot 9001, that part of Lot 9001 as is more particularly shown and marked "G", "G1", "G2", "G3", and "G4" on the Easement Plan.
- (b) As to the Land described above in Item 1(b), being Lot 9500, that part of Lot 9500 as is more particularly shown and marked "G" and "G1" on the Easement Plan.

3. Monetary or other Consideration

Nil

4. Encumbrances

- (a) As to the Land described above in Item 1(a), being Lot 9001:
 - (i) The land the subject of this Certificate of Title excludes all portions of the lot described above except that portion shown in the sketch of the superseded paper version of this title.
 - (ii) N070924 Section 70A Notification.
- (b) As to the Land described above in Item 1(b), being Lot 9500:
 - (i) The land the subject of this Certificate of Title excludes all portions of the lot described above except that portion shown in the sketch of the superseded paper version of this title.
 - (ii) N070924 Section 70A Notification.
 - (iii) _____ Section 70A Notification (no reticulated water supply - as required on Deposited Plan 405414).
 - (iv) _____ Section 70A Notification (no power - as required on Deposited Plan 405414).

Executed as a deed:

Signed by Brian Lanyon Handcock the Acting Manager, Procurement and Property Branch of Water Corporation (a Level 1 Attorney) and by Domenico Papalia the Manager, Property Acquisitions of Water Corporation (a Level 1 Attorney) as the attorneys for Water Corporation who state that they have no notice of revocation of the Power of Attorney No M115043 dated 19 November 2012 under which they sign in the presence of:

[Signature]
Witness

LEANNWE Cook
Name (please print)

629 Newcastle Street,
Address

Leederville WA 6007
Address (continued)

ACQUISITIONS SUPPORT OFFICER
Occupation

[Signature]
Witness

LEANNWE Cook
Name (please print)

629 Newcastle Street
Address

Leederville WA 6007
Address (continued)

ACQUISITIONS SUPPORT OFFICER
Occupation

[Signature]
Attorney

Brian Lanyon Handcock
Name (please print)
Acting Manager, Procurement and Property of Water Corporation

Designated Post

[Signature]
Attorney

Domenico Papalia
Name (please print)
Manager, Property Acquisitions of Water Corporation

Designated Post

THE COMMON SEAL of)
SHIRE OF ASHBURTON was affixed)
in the presence of:)

Mayor:
Full name:

Chief Executive Officer:
Full name:

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

OFFICE USE ONLY

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY KOTT GUNNING
 ADDRESS 140 St Georges Terrace
 PERTH WA 6000
 Reference: Emma Leys
 9483 0935
 eleys@kottgunn.com.au

PHONE No. (08) 9321 3755 FAX No. (08) 9321 3465

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1.	_____	Received Items Nos.
2.	_____	
3.	_____	
4.	_____	Receiving Clerk
5.	_____	
6.	_____	

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED

This Deed of Surrender of Easement

is made on

between the following parties:

1. **Water Corporation**
a statutory body corporate established under the provisions of the Water Corporation Act 1995
of 629 Newcastle Street, Leederville, Western Australia
(Grantee)
2. **Shire of Ashburton**
of Post office Box 567, Tom Price, Western Australia
(Grantor)

Recitals

- A. The Easement is registered over the Land.
- B. The Grantor is the registered proprietor of the Land.
- C. The Grantee and the Grantor have agreed that the Grantee will totally surrender the Easement.

This deed witnesses

and the parties agree as follows:

1 Definitions and Interpretation

1.1 Definitions

In this deed and in the Recitals above, unless the contrary intention appears:

Burdened Land means Lot 16 on Deposited Plan 161140 being the whole of the land comprised in Certificate of Title Volume 2192 Folio 847.

Easement means Easement G986384.

Titles Office means the Western Australian Land Information Authority, Land Titles Division, Midland Square, Midland, Western Australia.

1.2 Interpretation

In this deed, unless the contrary intention appears:

- (a) headings, underlining and numbering do not affect the interpretation or construction of this deed;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include every gender.
-

2 Surrender of Easement

With effect from the date of execution of this deed the Grantor and the Grantee have agreed that the Grantee will totally surrender the Easement G986384 over Lot 16 on Deposited Plan 161140.

3 General

3.1 Further assurances

Each party agreed to sign, execute and complete all further assurances and documents and to do all things reasonably required to complete the matters set out in, or contemplated by, this deed.

3.2 Registration fees and stamp duty

The Grantor is to pay:

- (a) all stamp duty assessed in respect of this deed; and
- (b) Western Australian Land Information Authority fees applicable to the registration of this deed.

3.3 Legal Costs

The Grantor is to pay the legal costs of the Grantee in connection with the preparation of this deed.

Executed as a deed:

Signed by ~~Josephus Johannes~~ *Brian Lanyon Hancock*
~~Henricus Mensink~~ the *A* Manager,
Procurement and Property of Water
Corporation (a Level 1 Attorney) and
by Domenico Papalia the Manager
Property Acquisitions of Water
Corporation (a Level 1 Attorney) as the
attorneys for Water Corporation who
state that they have no notice of
revocation of the Power of Attorney No
M115043 dated 19 November 2012
under which they sign in the presence of:

[Signature]
Witness

LEANNE COOK
Name (please print)

Address **629 NEWCASTLE STREET
LEEDERVILLE WA 6007**

Address (continued)
ACQUISITIONS SUPPORT OFFICER
Occupation

[Signature]
Witness

LEANNE COOK
Name (please print)

Address **629 NEWCASTLE STREET
LEEDERVILLE WA 6007**

Address (continued)
ACQUISITIONS SUPPORT OFFICER
Occupation

[Signature]
Attorney
Brian Lanyon Hancock
~~Josephus Johannes Henricus
Mensink~~
Name (please print)
A Manager
Procurement and Property
Designated Post

[Signature]
Attorney
Domenico Papalia
Name (please print)
Manager, Property Acquisitions
Designated Post

The Common Seal of Shire of Ashburton was affixed to this deed in the presence of:

Signature of authorised person

Signature of authorised person

Position held

Position held

Full Name of authorised person

Full Name of authorised person

INSTRUCTIONS

1. This form may be used only when a "Box Type" Form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult person. The address and occupation of the witness must be stated.

OFFICE USE ONLY

LODGED BY
 ADDRESS
 PHONE No.
 FAX No.
 REFERENCE No.
 ISSUING BOX No.

PREPARED BY Herbert Smith Freehills
 Barristers & Solicitors
 ADDRESS Level 36, QV1 Building
 250 St Georges Terrace
 Perth WA 6000
Ref: **APH:WATER:ONSLOW:82467383**
 PHONE No. (08) 9211 7777
 FAX No. (08) 9211 7878

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

- | | |
|----------|-----------------|
| 1. _____ | Received Items |
| 2. _____ | Nos. |
| 3. _____ | |
| 4. _____ | |
| 5. _____ | |
| 6. _____ | Receiving Clerk |

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED

DUPLICATE

FORM LAA-1022

TENURE CODE: N/A

WESTERN AUSTRALIA
 LAND ADMINISTRATION ACT 1997 as amended
 TRANSFER OF LAND ACT 1893 as amended

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)

Lot 350 on Deposited Plan 49883

EXTENT

Whole

VOLUME

0000

FOLIO

000

ENCUMBRANCES (NOTE 2)

Nil

LESSOR/S (NOTE 3)

The State of Western Australia acting through the Minister for Lands, a body corporate under the Land Administration Act 1997, care of Department for Planning and Infrastructure, 1 Midland Square, Midland WA 6056.

LESSEE/S (NOTE 4)

Shire of Ashburton, PO Box 567 Tom Price WA 6751.

TERM OF LEASE (NOTE 5)

10 Years

0 Months

0 Days

Commencing from the 1st Day of April, 2006

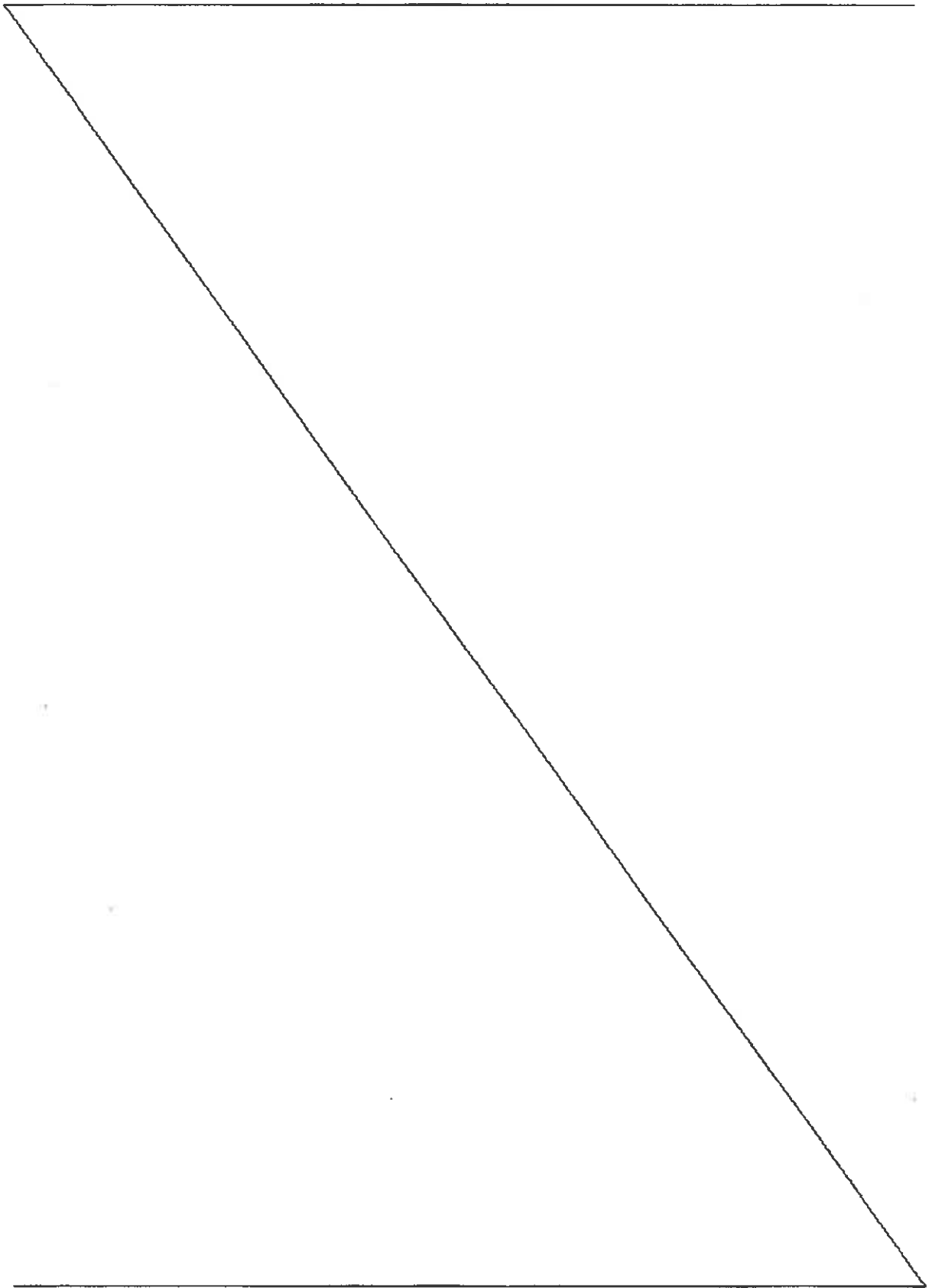
With an option for a further term of years.

THE LESSOR LEASES TO THE LESSEE the land above described subject to the encumbrances shown hereon (note 6)

for the above term for the clear yearly rental of (Note 7) Five Hundred Dollars.

payable (Note 8) Six Monthly in advance.

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 & TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN



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DATE

This deed is made the _____ day of _____ 2005

PARTIES

The parties to this Lease are the Lessor and the Lessee defined herein.

RECITALS

- A. The Lessor is the registered proprietor of the Land.
- B. The Minister is empowered under the LAA to grant leases of certain land, including the Land.
- C. Pursuant to section 85 of the LAA, the Minister has agreed to grant a lease to the Lessee and the Lessee has agreed to take a lease of the Land subject to the Encumbrances, for the Term and on and subject to provisions of the LAA and the terms and conditions of this Lease.
- D. The Lessee has agreed that the Eastern Guruma People are to be offered one block, if and when the land is subdivided. The offer of the lot to the Eastern Guruma People would be open for 3 months and be offered for purchase by the group at the then market value of the subdivided lot.

LEASE

The Lessor hereby leases the Land to the Lessee subject to the Encumbrances for the Term and at the Rent and on the other terms and conditions set out in this document.

1. DEFINITIONS AND INTERPRETATION**1.1 Definitions**

In this Lease, unless the contrary intention appears:

Act means any present or future Act (State or Commonwealth), regulation, by-law or other subsidiary legislation made under any Act, and any order, notice or requirement of any Authority made under any such Act, regulation, by-law or other subsidiary legislation.

Approvals has the meaning in clause 6.3.

Authority means any Federal, State or local government, or other governmental statutory or public department, tribunal, agency, body or authority of any kind.

certificate of Crown land title includes a qualified certificate of Crown land title.

Commencement Date means the commencement date set out on the front page.

construction of the Services means the construction and provision of all services and other improvements in, on and to the Land necessary to legally permit the subdivision of the Land in accordance with the approval of the WAPC for that purpose, including the satisfaction of all Planning Conditions.

Corporations Law means the *Corporations Law* of Western Australia.

DLI means the Department of Land Information or such other Government department principally assisting the Minister in the administration of the *Land Administration Act 1997*.

DPI means the Department for Planning and Infrastructure or such other Government department principally assisting the Minister in the administration of the *Land Administration Act 1997*.

Encumbrances means the encumbrances set out on the front page.

front page means the front page of this Lease, being in the form suitable for registration at DLI

Guarantor means the person or persons named in item 7 of the Schedule, and if more than one, means those persons jointly and severally.

Insolvency Event means:

- (a) if the Lessee or Guarantor, as the case requires, becomes bankrupt, is wound up, dissolved or otherwise ceases to exist, enters into any form of arrangement (formal or informal) with any of its creditors, or a liquidator, provisional liquidator, administrator, receiver or receiver and manager is appointed to any of its assets; or
- (b) any notice is given as a prerequisite to or other proceeding is commenced the effect of which would be (if successful) any of the events referred to in subclause (a) occurring.

Insurance Policies means the insurance policies referred to in clause 4.1.

Interest Rate means the rate determined under section 142(1) of the *Supreme Court Act 1935* from time to time.

LAA means the *Land Administration Act 1997*.

Land means the land set out on the front page and includes all buildings, fixtures and other improvements on that land at the Commencement Date.

Lessee means the person named on the front page as Lessee, and includes its and each of their executors, personal representatives, successors in title and permitted assigns.

Lessee's Agents means each of the Lessee's employees, agents, contractors, assignees, sublessees, visitors and any other person who is on the Land with the Lessee's express or implied consent.

Lessor means the State of Western Australia and includes the Crown in right of the State of Western Australia.

Minister means the Minister for Lands, being a body corporate existing under section 7(1) of the LAA and being the Minister to whom administration of the LAA is committed from time to time.

Minister's Notice means a notice issued under clause 10.2(a)(ii) in respect of each Stage.

Permitted Use means the use set out in item 4 of the Schedule.

Planning Conditions means any condition imposed by the WAPC or any Authority in relation to the development and subdivision of the Land, including the construction of the Services, under any Approval, whether such condition is imposed as a condition precedent or a condition subsequent.

Purchase Price means the purchase price payable for the land determined by the Minister on advice from the Valuer General as to the unimproved market value of the land at the time of Lessee's Notice.

related body corporate has the same meaning as that term is defined in the *Corporations Law*.

Rent means the annual rent set out in item 1 of the Schedule, as varied from time to time under this Lease.

Rent Payment Date means the first day of January of every year during the Term.

Rent Review Date means each date set out in item 2 of the Schedule.

Services means all public utility services including roads, footpaths, water supply, drainage, electricity and gas reticulation, and telecommunications facilities.

subsidiary legislation has the same meaning as that term is defined in the *Interpretation Act 1984*.

Term means the term of this Lease set out on the front page, commencing on the Commencement Date, and when the context requires, includes any period of holding over and any additional or extended term (including under clause 14).

TP&D Act means the *Town Planning and Development Act 1928*.

Transfer means the transfer document referred to in clause 10.4.

Transfer Conditions has the meaning in clause 10.1 in respect of each Stage.

WAPC means the Western Australia Planning Commission as constituted under the *Western Australia Planning Commission Act 1985*.

1.2 Interpretation

In this Lease, unless the contrary intention appears:

- (a) a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this document and references to this document include any recital, schedule or annexure;
- (b) a reference to this document or another instrument includes any variation or replacement of either of them;

- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (e) a reference to any thing is a reference to the whole or any part of it;
- (f) an obligation on the Lessee to do or not to do any thing includes an obligation on the Lessee to suffer, permit or allow or not to suffer, permit or allow any other person (including the Lessee's Agents) to do that thing;
- (g) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (h) a reference to a person includes that person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (j) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (k) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (l) a day means the period of time commencing at midnight and ending 24 hours later;
- (m) a month means a calendar month;
- (n) a reference to currency is a reference to Australian currency;
- (o) including is deemed to be followed by the words, "but not limited to"; and
- (p) words, which are defined in the LAA and used in this Lease, have the meaning given to them in that Act.

1.3 Performance of Functions by Minister or Delegate

- (a) Where in this Lease the Lessor or the Minister may or is required to do any thing or exercise any power that thing may only be done or that power may only be exercised by the Minister or the Minister's delegate appointed under section 9 of the LAA.
- (b) Where, pursuant to this Lease, payments and rights accrue to the Minister or obligations are imposed on the Minister, the same are for the benefit and burden respectively of the Lessor unless the context otherwise requires.

1.4 Implied Covenants

Such of the covenants and powers as might, but for this clause, be implied in this Lease pursuant to the *Transfer of Land Act 1893*, are excluded from and do not apply to this Lease, to the fullest extent such exclusions as permitted by that Act and at law.

2. RENT

2.1 Payment of Rent

The Lessee must pay to the Minister the Rent:

- (a) by an initial payment equal to one half of the Rent on the execution of this Lease, and then by consecutive half yearly payments in advance on each Rent Payment Date, each payment being one-half of the Rent (excluding the payment of Rent immediately after the initial payment, which must be apportioned if necessary);
- (b) at the place and in the manner notified by the Minister in writing at any time or in the absence of that direction, at the address specified in item 3 of the Schedule;
- (c) without deduction or abatement; and
- (d) without demand from the Minister.

2.2 Review of Rent

- (a) The Rent will be varied on each Rent Review Date in accordance with subclause (b) below.
- (b) On each Rent Review Date, the Rent will be varied to the amount that is the minimum rental approved by the Minister at that date for leases granted under the LAA.
- (c) The amount of the Rent as determined by the Minister as from each Rent Review Date is payable from that relevant Rent Review Date, irrespective of when notice of the approved minimum rental is given to the Lessee.

3. OTHER PAYMENTS BY LESSEE**3.1 Rates, Taxes and Charges**

The Lessee is to pay:

- (a) by the due date all rates, taxes and service charges and rents which are assessed, imposed or charged by any Authority in relation to the Land or the Lessee's use and occupation of the Land, including local authority rates, water, sewerage and drainage rates, excess water charges, and land tax. For this purpose, land tax is to be calculated on the basis that the Land is the only land owned by the Lessor; or

3.2 Legal Costs and Stamp Duty

The Lessee is to pay or reimburse the Minister on demand for:

- (a) all stamp duty and penalties payable on this Lease, any extension of the Term of this Lease and the Transfer;
- (b) all costs relating to the registration of this Lease, any extension of the Term of this Lease and the Transfer; and
- (c) the Minister's, including the Minister's solicitors' costs and expenses relating to the exercise or enforcement of any right under this Lease, including the preparation and service of any notice of forfeiture under the LAA or any process of termination for default under this Lease.

3.3 Interest

- (a) If any amount payable by the Lessee under this Lease (whether or not formally demanded) is not paid within 30 days after it becomes due for payment, the Lessee is to pay interest on demand, on the amount from the due date for payment until it is paid in full.
- (b) Interest is to be calculated on a daily basis, at the Interest Rate.
- (c) Nothing in this clause 3.3 affects or prejudices any other right which the Minister may have in respect of the Lessee's failure to pay any amount by the due date for payment.

3.4 Goods and services tax**(a) Definitions**

Unless the contrary intention appears, in this clause:

GST means a tax on the value of any goods or services or property supplied, including but not limited to the value represented by the Rent or other money payable to the Lessor or the Minister for goods or services or property, whether such tax is levied, raised or payable under a State or Commonwealth Act or by agreement between the Commonwealth and State Governments.

Supply means any goods or services or property supplied under this Lease, including but not limited to the Land, other goods or services or property the cost of which comprises part of the cost which the Lessee is liable to pay or reimburse to the Lessor or the Minister under this Lease.

(b) Lessee must pay GST

The Lessee must pay to the Minister the amount of any GST the Lessor or the Minister pays or is liable to pay on a Supply.

(c) Lessee must pay GST at same time

The Lessee must pay to the Lessor or the Minister the amount of the GST that the Lessee is liable to pay under this Lease:

- (i) at the same time; and
- (ii) in the same manner,

as the Lessee is obliged to pay for that Supply.

(d) Consideration does not include GST

The consideration for each Supply, including Rent, fixed or determined under this Lease does not include GST on that Supply and the Lessee must pay the amount of GST in addition to the consideration for that Supply fixed or determined under this Lease.

(e) Apportionment of GST

Where a Supply is not separately supplied to the Lessee, the liability of the Lessee for any amount for GST in relation to that Supply is determined on the same basis as the Lessee's proportion of that Supply is determined.

(f) Statement of GST paid is conclusive

A written statement given to the Lessee by the Minister of the amount of GST that the Lessor or the Minister pays or is liable to pay is conclusive as between the Parties except in the case of an obvious error.

4. INSURANCE

4.1 Insurance Premiums

- (a) Subject to subclause (b), the Lessee is to take out and keep in force at all times with insurers approved under the *Insurance Act 1973 (C'th)*, and if requested by the Minister to have its and the Lessor's interest noted on the policies:
 - (i) a public liability policy with a cover of not less than \$5,000,000.00 for any one claim, including in respect of any works undertaken in relation to the construction of the Services and any other improvements on the Land;

- (ii) a contractors risk insurance policy to cover all works (temporary and permanent) undertaken in relation to the construction of the Services and any other improvements on the Land, for loss, destruction or damage of or to property insured arising from any one cause for not less than 110% of the full amount of the contract sum under any building contract;
 - (iii) on completion of construction of the Services and any other improvements on the Land, a policy of insurance to cover the Services and all fixtures, fittings and other improvements in or made to the Land against loss or damage by fire, flood, storm, tempest, rainwater, cyclones, explosion, smoke, lightning and such other risks against which in the Minister's opinion a lessee may and does ordinarily insure, to their full replacement value; and
 - (iv) any other insurance policies which the Minister may reasonably require.
- (b) The Lessee is not required to take out insurance policies under subclause (a), to the extent that they relate to the construction of the Services and any other improvements on the Land, if the builder retained by the Lessee is licensed under the *Builders Registration Act 1939* or any other applicable Act and has comparable insurance policies in effect, (noting, if required, the Minister's and Lessor's interest on the policies).

4.2 Deliver Insurance Details

The Lessee is to deliver to the Minister on request:

- (a) a copy of the Insurance Policies; and
- (b) a certificate of currency or receipt for payment of the premium relating to the Insurance Policies.

4.3 Lessee's Obligations

The Lessee is:

- (a) not to do anything which adversely affects the continuation, validity, extent of cover or ability to make a claim under any Insurance Policy;
- (b) to immediately rectify any thing which might prejudice any Insurance Policy, to pay any increased premium payable as a result of any thing done by the Lessee or the Lessee's Agents and to reinstate any Insurance Policy if it lapses or is cancelled;
- (c) to notify the Minister immediately if an event occurs which gives rise or might give rise to a claim under any Insurance Policy or which could prejudice any Insurance Policy;
- (d) to comply with the requirements of any Authority, the Insurance Council of Australia and any insurer in relation to fire protection of any improvements on the Land, when it is being or is constructed;

- (e) to expend any moneys received in respect of a claim made under an Insurance Policy referred to in clause 4.1(a)(ii), (iii) and, if appropriate, (iv) or clause 4.1(b) in reinstating or replacing the damaged or destroyed property in respect of which the claim was made; and
- (f) to waive all rights of subrogation and is to ensure that under the Insurance Policies the insurer has no rights of subrogation against the Minister or the Lessor, and the Lessee indemnifies the Minister and the Lessor against any loss arising from a breach of this subclause (f).

5. INDEMNITIES

5.1 Third Party Indemnity

The Lessee indemnifies the Minister and the Lessor and each of their agents, servants, employees and contractors against all claims, demands, proceedings, judgments, damages, costs, expenses and losses incurred or suffered by any of them arising from or in connection with the loss of life, personal injury to any person or loss of or damage to any property arising from or out of:

- (a) any accident on the Land;
- (b) the use and occupation of the Land by the Lessee, including the construction of the Services and any other improvements on the Land and the carrying on of any business on and from the Land (including the Permitted Use);
- (c) any act, neglect, default or omission by the Lessee or the Lessee's Agents; or
- (d) the pollution of the Land or any adjoining land and of the air generally above the Land by any matter or thing whatsoever, but limited to the extent the same is caused or contributed to by the act, neglect, or default of the Lessee or the Lessee's Agents.

5.2 Loss to Lessor or Minister

The Lessee indemnifies the Minister and the Lessor and each of their agents, servants, employees and contractors against all loss and damage to any of them caused by:

- (a) any accident on the Land;
- (b) the use and occupation of the Land by the Lessee, including the construction of the Services and any other improvements on the Land and the carrying on of any business on and from the Land (including the Permitted Use);
- (c) any act, neglect, default or omission by the Lessee or the Lessee's agents; and
- (d) the pollution of the Land or any adjoining land and of the air generally above the Land by any matter or thing whatsoever, but limited to the extent the same is caused or contributed to by the act, neglect, or default of the Lessee or the Lessee's Agents.

5.3 Lessee's Assumption of Responsibilities

The Lessee agrees to take and be subject to the same responsibilities to which it would be subject in respect of persons and property if, during the Term it were the owner and occupier of the freehold of the Land.

5.4 Release

The Lessee:

- (a) agrees to occupy, use and keep the Land at the risk of the Lessee;
- (b) releases to the full extent permitted by law the Lessor from any:
 - (i) claims and demands of any kind;
 - (ii) liability which may arise in respect of any accident or damage to property or death or injury to any person, of any nature in, or near the Land; and
 - (iii) loss of or damage to fixtures or personal property of the Lessee or any of the Lessee's Agents.

5.5 Obligations Survive Termination

The obligations of the Lessee under this clause 5 continue after the termination of the Term in respect of any act, deed, matter or thing occurring before the termination of the Term.

5.6 Definition of Lessor

For the purposes of this clause 5, the term Lessor includes the Crown, the Minister, and the agents, servants, employees and contractors of the Lessor, the Crown and the Minister.

6. DEVELOPMENT OF LAND**6.1 Development of Land for Light Industrial Use**

By the end of the Term, the Lessee must develop and subdivide the Land and construct the Services on the Land, and do all things necessary so that on registration of the Transfer:

- (a) all Planning Conditions will have been complied with (or will be on registration of the Transfer and any supporting or accompanying documents), including the construction of the Services; and
- (b) all Minister's Conditions will have been complied with (or will be on registration of the Transfer and any supporting or accompanying documents).

This clause 6.1 and any other relevant provisions of this Lease (including clause 6.4) is to apply and be read in all respects as if the TP&D Act did apply, including the compliance with all subdivision conditions that the WAPC would impose on such a subdivision and development application if that Act did apply.

6.2 Development in Stages

The Lessee may carry out its obligations under clause 6.1 in relation to the subdivision and development of the Land into whole Lots in one or more Stages, as may be agreed by the Minister.

6.3 Approvals

Prior to commencing construction of the Services and any other improvements on the Land, the Lessee is to apply for and obtain (which may be subject to Planning Conditions):

- (a) development and subdivision approval under the TP&D Act for the development and subdivision of that Land as separate lots; and
- (b) any other licences, permits or authorisations required to be obtained under any Act or from any Authority relating to the development and subdivision of the Land and construction of the Services and any other improvements relating to that Land,

(Approvals), as if the Land were alienated land.

6.4 Standard of Construction

The Lessee is to construct the Services and any other improvements on the Land:

- (a) in a proper and efficient manner, exercising a high standard of care and skill applicable in the land development industry and using new materials of good quality;
- (b) in a manner which complies with the Approvals, the Building Code of Australia (if applicable) and any other relevant Act or standard; and
- (c) otherwise to the satisfaction of the Minister.

7. DEALING WITH INTEREST IN LEASE**7.1 Registration of Lease**

The Lessee is to lodge this Lease for registration on the certificate of Crown land title to the Land, at DLI, within 14 days after it is executed by the Minister and the Lessee. The Lessee must attend to all stopped document notices and other requisitions and to pay all necessary fees for registration of the Lease.

7.2 No Dealings without Consent

The Lessee may not sell, transfer, sublease, mortgage, charge, encumber or otherwise deal with its interest in this Lease or part with possession of the Land without the prior approval in writing of the Minister, given in accordance with section 18 of the LAA.

7.3 Deemed Assignment

For the purpose of clause 7.2, where the Lessee is a corporation (not being a corporation whose shares are listed on any Stock Exchange in Australia) any change in the beneficial ownership of a substantial shareholding (within the meaning of section 50 of the *Corporations Law*) in the corporation or any related body corporate shall be deemed to be an assignment of the Land and the benefit of this Lease and must require the prior approval in writing of the Minister.

7.4 No Encroachments

Without limiting clause 7.2, the Lessee must not agree to permit any encroachment or easement into, on, over or against the Land without the Minister's prior written approval.

8. LESSEE'S GENERAL OBLIGATIONS

8.1 Use of Land

The Lessee is to use the Land for the Permitted Use, and is not to use the Land for any illegal or improper purpose or for residential purposes.

8.2 Compliance with Laws

The Lessee is to comply on time with all Acts, laws and requirements of any Authority, including obtaining all necessary licences, approvals or authorities relating to:

- (a) the Land and occupation of the Land; and
- (b) the construction of the Services and any other improvements on the Land.

8.3 No Nuisance

The Lessee is not to do any thing on or in relation to the Land which:

- (a) may be a nuisance or annoyance to the Minister, the Lessor or occupiers of other land or property in the neighbourhood of the Land; or
- (b) is or may be deemed a nuisance by any Authority, under any Act or at common law,

and is to promptly do all things necessary to abate that nuisance or annoyance.

8.4 State of Land and Improvements

- (a) The Lessee is to put the Land in a condition that is and keep the Land clean, free from rubbish, pests and weeds, safe and free from hazards, except to the extent it may not be possible to comply with these requirements as a result of or during the construction of the Services and any other improvements on the Land.
- (b) On completion of construction of the Services and any other improvements on the Land, the Lessee is to remove from the Land all construction debris and rubbish.

- (c) The Lessee is to keep all buildings, fixtures and other improvements on the Land (including the Services), once constructed, in good and substantial repair and condition.

9. QUIET ENJOYMENT

Subject to the rights of the Minister and the Lessor under this Lease and the LAA, if the Lessee complies with its obligations under this Lease, the Lessee may hold the Land during the Term without interruption by the Minister or the Lessor.

10. TRANSFER OF FEE SIMPLE

10.1 Lessee's Notice

If the Lessee,

- (a) has complied fully with its obligations under clause 6.1 so that the WAPC has approved or is prepared to unconditionally approve (subject only to the registration of any documents with the Transfer) the plan or diagram of survey in respect of the Land;
- (b) has paid the Rent due by the date of the Lessee's notice referred to in this clause;
- (c) has offered one lot to the Eastern Guruma People for purchase at that lot's current unimproved market value as determined by the Minister; and
- (d) has complied with and performed all of its obligations under this Lease (other than the obligation to develop and subdivide any remaining Stage),

(Transfer Conditions) the Lessee may give notice in writing to the Minister that the Lessee considers it has satisfied the Transfer Conditions in respect of that Land.

10.2 Minister's Inspection and Notice

- (a) When the Minister has received a notice from the Lessee under clause 10.1:
- (i) the Minister may inspect the Land and the state and stage of development and subdivision of the Stage and the construction of Services relating to that Stage; and
- (ii) if the Minister is of the opinion that the Transfer Conditions have been satisfied, in respect of that Stage, the Minister will give a notice in writing to the Lessee to that effect (**Minister's Notice**).
- (b) In forming his opinion under subclause (a)(ii) as to the satisfaction of the Transfer Conditions, the Minister may consult with the relevant local government and any other relevant Authority or body, whose objects, functions or activities are or may be relevant to the matter being considered.

10.3 Transfer of Fee Simple in Land

- (a) On the issue of the Minister's Notice and payment of the Purchase Price, the Lessee is entitled to a transfer of and the Minister agrees to do all things necessary to transfer to the Lessee an interest in fee simple of the Land (including all buildings, fixtures and other improvements on the Stage Land Lot/s at the Commencement Date) subject to:
- (i) the Encumbrances to the extent that each relate to the Stage Land Lot/s;
 - (ii) the Covenants;
 - (iii) any restrictive or positive covenants, memorial, charge, easement, notification or any other encumbrance or interest (Interests), whether registrable under the LAA, the *Transfer of Land Act 1893* or any other Act and whether in favour of the Minister or any other person, or as may be required as a Planning Condition or Minister's Condition to the extent that each of the foregoing relate to that Stage Land Lot/s; and
 - (iv) subclause (c).
- (b) The Lessee by this document consents to the registration of the Encumbrances, Covenants and Interests referred to in subclause (a), and this consent shall survive the termination of this Lease or merger of the Lessee's interest in this Lease with the interest in fee simple in the Stage Land Lot/s.
- (c) The Lessee will take a transfer of an interest in fee simple of the Land:
- (i) irrespective of the state of title to the Land or otherwise, as to any of the matters referred to in clause 16.3; and
 - (ii) despite any error or misdescription in the Land,
- and the Lessee shall not have any claim against the Minister or the Lessor relating to any of these matters.
- (d) For the avoidance of doubt, the parties acknowledge that the Rent and all other payments due by the Lessee under this Lease are payable by the Lessee to the Lessor or the Minister are to be deducted from the Purchase Price payable in respect of the transfer of an interest in fee simple of the Land under this clause 10.
- (e) The Lessee agrees that if for any reason whatsoever, the Encumbrances, Covenants or any other Interests referred to in subclause (a) are not referred to or created in or at the time of registration of the Transfer, the Lessee takes the interest in fee simple of the Land subject to those Encumbrances, Covenants and other Interests and will do all things and sign all documents necessary to ensure the registration of those Encumbrances, Covenants and other Interests as soon as reasonably practicable after registration of the Transfer, on the relevant certificate or certificates of title.

10.4 Transfer Document

Within 30 days of receiving the Minister's Notice, the Lessee is to deliver to the Minister a duly executed and stamped transfer of the Land in a form suitable for registration at DLI that complies with clause 10.3, between the State of Western Australia as transferor and the Lessee as transferee.

10.5 Execution by Minister

The Minister will execute the Transfer and return it to the Lessee.

10.6 Registration of Transfer

The Lessee is to lodge the Transfer at DLI for registration, and is to attend to all stopped document notices and other requisitions and to pay all fees necessary for registration of the Transfer to be completed.

10.7 Effect of Registration

- (a) Until registration of the Transfer, the Lessee is to continue to comply with and perform its obligations under this Lease.
- (b) On registration of the Transfer the interest of the Lessee in this Lease in respect of the Land the subject of the Transfer, shall merge with the interest in fee simple of the Land, and this Lease, as to that part, shall be automatically surrendered by operation of law, except to the extent that any provision of this Lease expressly provides that it shall continue to apply after termination of the Term.
- (c) Registration of the Transfer automatically effects the creation and registration of a certificate of title for the Land and partial or whole cancellation of the certificate of Crown land title as it relates to the Land.

11. DEFAULT**11.1 Essential Terms**

- (a) Without limiting the provisions of this Lease, which are essential terms, it is agreed that each of the covenants by the Lessee contained in each of the following clause is deemed to be an essential term of this Lease:
 - (i) Clause 2 (Payment of Rent);
 - (ii) Clause 3 (Other Payments by Lessee);
 - (iii) Clause 4 (Insurance);
 - (iv) Clause 5 (Indemnities);
 - (v) Clause 6.1 (Development of Land);
 - (vi) Clause 6.4 (Standard of Construction);
 - (vii) Clause 7 (Dealings with Interest in Lease); and
 - (viii) Clause 8.3 (No Nuisance).
- (b) In respect of the Lessee's obligation to pay Rent or make other payments, the acceptance by the Lessor or the Minister on behalf of the Lessor of any late payment or any part payment shall not constitute a waiver of the essentiality of the Lessee's obligation to make that payment or of the Lessee's continuing obligation to pay during the Term.

11.2 Termination of Lease

- (a) The parties agree that, in addition to any other ground for termination at law, this Lease may be terminated by the Lessor:
 - (i) in the event of breach of an essential term of this Lease;
 - (ii) if the Lessee vacates or abandons the Land;
 - (iii) if an Insolvency Event occurs in relation to the Lessee or any Guarantor; or
 - (iv) pursuant to the provisions for forfeiture under section 35 of the LAA.
- (b) Despite subclause (a), if section 81(1) of the *Property Law Act 1969* applies, the Lessor's right to terminate only arises after the Lessor has given a notice which complies with that section and the Lessee has failed to comply with that notice.
- (c) This Lease may be terminated under paragraph (a)(i) either by the Lessor giving notice to the Lessee or by the Lessor re-entering the Land without notice.

11.3 Compensation for Termination

- (a) Without limiting the Lessor's rights and remedies at law, in respect of any term of this Lease, it is agreed that in the event of termination of this Lease pursuant to this clause or otherwise at law, the Lessee shall compensate the Lessor for all costs and losses incurred by the Lessor. The losses to be so compensated include loss of rent in respect of the period from the time of termination to the time at which the Lease would otherwise have expired at the end of the Term. The costs to be so compensated include reasonable legal costs.
- (b) The Lessor's entitlement to recover compensation or damages shall not be affected or limited by any of the following:
 - (i) the Lessee abandoning or vacating the Land;
 - (ii) the Lessor electing to re-enter or to terminate this Lease;
 - (iii) the Lessor accepting any repudiation of this Lease by the Lessee; or
 - (iv) conduct by any of the parties constituting a surrender by operation of law.

11.4 Effect of Forfeiture

- (a) Despite the forfeiture of the Lessee's interest in this Lease and the Land:
- (i) the Minister may cause any improvements made by the Lessee to the Land to be valued by agreement with the Lessee or failing any such agreement, by arbitration under the *Commercial Arbitration Act 1985* to enable the value of improvements, less any moneys owing to the Minister by the Lessee, to be paid to the Lessee, if the Minister thinks fit; and
 - (ii) the Lessee remains liable to pay any moneys payable to the Minister under this Lease prior to the date that it is forfeited.

12. TERMINATION OF LEASE**12.1 Deliver up Possession**

When this Lease is terminated (other than upon a transfer of the fee simple interest of the Land under clause 10), the Lessee is to deliver up possession of the Land and all fixtures, buildings and other improvements on the Land (including the Services) in the state and condition consistent with the required performance by the Lessee of its obligations under this Lease.

12.2 Obligations Survive Termination

The performance by the Lessee of its obligations under clause 12.1 survive the termination of this Lease (whether by expiry of the Term or otherwise), other than on a transfer of the interest in fee simple of the Land under clause 10.

12.3 Ownership of Improvements

When this Lease is terminated (other than on a transfer of the interest in fee simple of the Land under clause 10):

- (a) the property in the Services and any other improvements made to the Land by the Lessee vests in the Crown under section 92 of the LAA; and
- (b) the Lessee may, with the Minister's permission:
 - (i) remove the Services and all fixtures from the Land within 3 months after termination; or
 - (ii) cause the Services and any other improvements made to the Land by the Lessee to be valued to enable the price of the Services and those improvements to be paid to the Lessee by any incoming lessee of, or any purchaser of the fee simple in, the Land.

12.4 Section 92 Land Administration Act

This clause 12 is not to be taken to affect, alter or derogate from the operation of section 92 of the LAA.

13. MINISTER'S RIGHTS**13.1 Right to Enter**

The Minister or any person authorised by the Minister may enter on to the Land at all reasonable times and on reasonable notice with all necessary plant, equipment and materials:

- (a) to inspect the construction of the Services or the state and condition of the Land and any improvements on it or being constructed on it;
- (b) to repair, maintain or carry out any works in relation to the Land, which the Lessee is liable to do under this Lease and has failed to do within 30 days of the Minister serving notice on the Lessee requiring it to carry out those works; or
- (c) to remove any harmful substance.

The Minister is not required to give any notice to the Lessee before entering on to the Land or carrying out any works under subclause (b), if the Minister is of the opinion those works are of an emergency nature.

13.2 Remedy Lessee's Default

The Minister may, but is not obliged to, remedy any default by the Lessee of its obligations under this Lease without notice (unless any clause specifically provides otherwise), including the payment of any moneys payable by the Lessee under this Lease.

13.3 Recover Costs from Lessee

If the Minister carries out any works under clause 13.1 which it is the Lessee's obligation to do under this Lease or remedies a default under clause 13.2, the Lessee is to pay to the Minister on demand all debts, costs and expenses, including legal costs and expenses, incurred by the Minister as a result of carrying out those works or remedying that default.

13.4 Approval by the Minister

- (a) In any case where under this Lease the doing or executing of any act matter or thing by the Lessee is dependent on the approval or consent of the Minister, such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise provided in this Lease or the LAA.
- (b) The Lessee agrees that any failure by the Lessee to comply with or perform a condition imposed under subclause (a) will constitute a breach of a condition or covenant under this Lease.

14. EXTENSION OF TERM

The Minister may, in its absolute discretion, grant or refuse to grant one extension of the Term and if granted, the extension of the Term will be for no longer than 3 years and on such other terms and conditions as the Minister thinks fit.

If the Lessee desires to extend the Term, it is to make a request to the Minister to that effect, at least 6 months prior to the expiry of the original Term.

15. NOTICES
15.1 Service of Notices on Lessee

Any notice or other document to be served on the Lessee under this Lease will be served in accordance with section 274 of the LAA.

15.2 Services of Notices on Minister

Any notice or other document to be served on the Minister under this Lease may be effected:

- (a) by delivering the document to the offices of DPI personally; or
 - (b) by sending the document by letter (by pre-paid post) to the address or by facsimile to the facsimile number of DPI, as set out in item 6 of the Schedule or to the other address or facsimile number previously notified to the Lessee by the Minister.
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16. MINISTER'S EXCLUSIONS
16.1 No Warranty as to Use

The Minister and the Lessor do not give any warranty (express or implied) that the Land is zoned for the Permitted Use or is otherwise suitable or adequate for any purpose for which the Lessee intends to use the Land, including the construction of the Services. To the extent permitted by law, the Minister and the Lessor exclude any warranty in relation to the Land which is implied by law.

16.2 Minister and Lessor Not Liable

The Minister and the Lessor are not liable for any damage or loss suffered by the Lessee as a result of:

- (a) any breakage, malfunction, interruption, accident or damage of or to any buildings, fixtures or other improvements on the Land;
- (b) any act or omission of any person on the Land; or
- (c) damage to or loss of any property or injury to any person on or near the Land due to any cause,

except to the extent it may be caused by the wilful misconduct or negligence of the Minister or the Lessor.

16.3 No Warranties as to Transfer of Title

- (a) The Minister and the Lessor do not give any warranty (express or implied) or make any representation in relation to any of the following matters:
- (i) the zoning of the Land or permitted use to which the Land may be put under any relevant Act;
 - (ii) any outstanding or impending demands, orders or requisitions of any Authority relating to the Land;
 - (iii) any proposals for the re-alignment, widening or alteration of the level of any road adjoining the Land by any Authority;
 - (iv) any sewers, drains, pipes, cables or other installations passing through the Land;
 - (v) any outstanding or impending demand, notice, claim or liability to contribute to the construction or repair of a dividing fence between the Land and any adjoining land under the Dividing Fences Act 1961 or otherwise;
 - (vi) any encroachment onto the Land by any fence, building or other structure on any adjoining land;
 - (vii) any encroachment onto adjoining land by any fence, building or other structure on the Land; and
 - (viii) any amounts owing to any Authority in respect of works performed or to be performed or any expenses incurred or to be incurred by any Authority in respect of the Land.
- (b) To the extent permitted by law, the Minister and the Lessor exclude any warranty in relation to any of the matters referred to in subclause (a).
- (c) The benefit of the exclusion contained in this clause 16.3 applies at the date of the parties entering into this Lease, and continues throughout the Term, including at the date on which the Lessee becomes entitled to a transfer of an interest in fee simple of the Land and the date on which an interest in fee simple of the Land is transferred to the Lessee under clause 10.

17. GENERAL PROVISIONS**17.1 Lessee's Costs**

Where the Lessee is required to do any thing under any provision of this Lease, that thing is to be done at the cost and expense of the Lessee, unless expressly provided otherwise in this Lease.

17.2 Variation

This Lease may only be amended or varied by a document in writing signed by the Minister and the Lessee.

17.3 Waiver

Any consent or waiver by the Minister to any breach by the Lessee of any of its obligations under this Lease is not to be construed as a consent to or waiver of any other breach by the Lessee of the same or any of its other obligations under this Lease.

17.4 Accrued Rights

The termination of the Term does not affect the rights of the Minister in relation to a breach of this Lease by the Lessee before the termination of the Term.

17.5 Severance

If any clause in this Lease or its application to any person or circumstance is or becomes invalid or unenforceable, then the remaining clauses of this Lease will not be affected and each remaining clause will be valid and enforceable to the fullest extent permitted by law.

17.6 Governing Law

This Lease is governed by the Law in force in the State of Western Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of that State.

18. GUARANTEE AND INDEMNITY
18.1 Guarantee and Indemnity

In consideration of the Minister entering into this Lease at the Guarantor's request, the Guarantor:

- (a) unconditionally and irrevocably guarantees to the Minister the due and punctual payment by the Lessee to the Minister of all amounts payable by the Lessee under this Lease and the due performance by the Lessee of all of its other obligations under this Lease; and
- (b) as separate undertakings:
 - (i) unconditionally and irrevocably indemnifies the Minister against all loss, liability, cost or expense incurred or suffered by the Minister arising from or in connection with any default by the Lessee in performance of its obligations under this Lease or as a consequence of a disclaimer of the Lease by a liquidator or trustee of the Lessee; and
 - (ii) as principal debtor agrees to pay to the Minister on demand a sum equal to the amount of any loss, liability, cost or expense described in clause 18.1(b)(i).

18.2 Continuing Guarantee and Indemnity

This guarantee and indemnity:

- (a) continues in full force and effect while the Lessee:

- (i) occupies or is entitled to occupy the Land under this Lease or any other form of tenancy or right of occupation or as a trespasser or other unauthorised occupier; or
- (ii) holds an equitable interest in the Land under an agreement for lease or as a periodical lessee; or
- (iii) is holding over under this Lease,

until the Lessee complies with all of its obligations under this Lease and is not discharged by any one payment;

- (b) extends to all extensions and renewals of this Lease and any new lease of the Land; and
- (c) extends to claims by the Minister for loss or damage arising from the repudiation of this Lease or from breaches of the terms of this Lease, including, but not limited to:
 - (i) the Lessee vacating (otherwise than in accordance with the terms of this Lease) or abandoning the Land; or
 - (ii) the Minister re-entering or terminating this Lease, including for the Lessee's repudiation of this Lease.

18.3 Waiver

The Guarantor waives:

- (a) all its rights as a surety in respect of this guarantee and indemnity; and
- (b) any right it may have of first requiring the Minister to commence proceedings or enforce its rights against the Lessee before claiming under this guarantee and indemnity.

18.4 Minister's Rights Not Affected

The liability of the Minister and the rights of the Minister under this clause 19 are not prejudiced or otherwise affected by anything which might otherwise affect them in law or in equity, including, but not limited to, one or more of the following:

- (a) the Minister granting time or other indulgence to or compromising with or partially releasing in any way the Lessee, the Guarantor or another Guarantor;
- (b) acquiescence, delay, acts or omissions on the part of the Minister;
- (c) a variation of this Lease with or without the consent of the Guarantor;
- (d) the death, dissolution or other incapacity of the Lessee or another Guarantor;
- (e) the Lessee or the Guarantor becoming bankrupt, wound-up or dissolved or entering into any arrangement with its creditors or a liquidator, administrator, receiver or trustee.

- (f) the fact that another Guarantor may never execute this Lease or that the execution of this Lease by another Guarantor is void or voidable;
- (g) the invalidity or unenforceability of an obligation or liability of the Lessee under this Lease;
- (h) the disclaimer of this Lease by a liquidator or trustee of the Lessee; or
- (i) the Minister releasing, disposing of or dealing in any other way with any other security interest it may hold given by the Lessee or any other Guarantor.

18.5 Restriction on Guarantor

The Guarantor may not, without the prior written consent of the Minister:

- (a) raise a set-off or counterclaim available to it against the Lessee in reduction of its liability under this clause;
- (b) prove or claim in any bankruptcy, liquidation, composition, arrangement of or in relation to the Lessee until the Minister has received 100 cents in the \$ in respect of the money owing by the Lessee under this Lease; and the Guarantor holds in trust for the Minister any proof or claim and any dividend received by it; or
- (c) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any other security held by the Minister in connection with this Lease.

18.6 Void Payments

If a claim that a payment to the Minister in connection with this Lease is void or voidable under laws relating to insolvency or protection of creditors is upheld, conceded or compromised, the Minister is immediately entitled as against the Guarantor to the rights to which it would have been entitled under this clause if all or part of the payment had not been made.

18.7 Minister's Costs

The Guarantor agrees to pay to the Minister on demand the Minister's costs and expenses, including legal costs and expenses relating to any action in connection with this guarantee and indemnity, including its enforcement. Money paid to the Minister by the Guarantor is to be applied firstly against costs and expenses payable under this clause 18.7 and then against other obligations under this clause 18.

18.8 Definition

A reference in this clause 18 to this Lease includes a reference to any tenancy or other rights whether legal or equitable under which the Lessee occupies or is entitled to occupy the Land, including but not limited to a tenancy for a fixed term, a periodic tenancy or a tenancy at will.

SCHEDULE**1. RENT PAYABLE**

An annual rent of \$500.00, payable by half-yearly instalments in advance, until varied in accordance with this Lease.

1A. GST

\$50.00 a year, until varied consequently to a review of Rent.

2. RENT REVIEW DATES

The third anniversary of the Commencement Date. If this Lease is extended, on the Commencement Date of the extended term and the third anniversary of that Commencement Date.

3. PLACE FOR PAYMENT OF RENT

Accounts Manager
Department for Planning and Infrastructure
Land Asset Management Services
1 Midland Square
Midland WA 6056

4. PERMITTED USE

Subdivision and the production of Light Industrial lots and construction of Services and other works necessary for or ancillary to that development and subdivision.

5. TERM OF LEASE

10 Years

6. INTERESTS TO WHICH TRANSFER SUBJECT

NIL

7. NOTICES TO MINISTER

Manager - Land Asset - Pilbara
Department for Planning and Infrastructure
Land Asset Management Services
PO Box 1575
Midland WA 6936
Facsimile No: (08) 9347 5001

8. GUARANTOR(S)

NIL

ATTESTATION SHEET


Dated this	day of	in the year
------------	--------	-------------

LESSOR/S SIGN HERE (NOTE 9)

Signed	Signed
--------	--------

LESSEE/S SIGN HERE (NOTE 9)

Signed <i>[Signature]</i> Shire President	Signed <i>[Signature]</i> Chief Executive Officer
In the presence of <i>[Signature]</i>	In the presence of <i>[Signature]</i>



DUPLICATE

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the person signing this document and their witnesses.
4. Duplicates are not issued for Crown Land Titles.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.
The Certificate of Crown Land Title Volume and Folio number to be stated.
2. **ENCUMBRANCES**
To be identified by nature and number, if none show "nil".
3. **LESSOR**
State full name and address of the Lessor(s) and the address(es) to which future notices can be sent.
4. **LESSEE**
State full name and address of the Lessee(s) and the address(es) to which future notices can be sent.
5. **TERM OF LEASE**
Term to be stated in years, months and days.
Commencement date to be date, month and year. Options to renew to be shown.
6. **RECITE ANY EASEMENTS TO BE CREATED**
Here set forth Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".
7. **RENTAL**
State amount in words.
8. **PAYMENT TERMS**
State terms of payment. Eg, by instalments of \$... payable on the ... day of each month/the months of ... in each year, commencing with a payment of \$... on or before the day of .../execution of this lease by the Lessee.
9. **EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

Office Use Only

LEASE OF CROWN LAND (L)

LODGED BY Land Asset Management Services

ADDRESS DPI - Pilbara Region - Box 98C

PHONE No.
FAX No.

REFERENCE No. Horace Graham - 00616-1983-04

ISSUING BOX No.

PREPARED BY Land Asset Management Services

ADDRESS DPI - Pilbara Region - Box 98C

PHONE No.
FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	Receiving Clerk
5. _____	
6. _____	



Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the person signing this document and their witnesses.

NOTES

1. LEASE
Lease Document number to be stated.
2. DESCRIPTION OF LAND
Lot and Diagram/Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title/Crown Land Title to be stated.
The Certificate of Title/Crown Land Title Volume and Folio number to be stated.
3. LESSEE
State full name and address of the Lessee(s) and the address(es) to which future notices can be sent.
4. EXTENSION
Period of extension to be stated in years, months and days or as the case may be. State variation in the panel provided.
5. MINISTER/LESSEE EXECUTION
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

Office Use Only

EXTENSION OF LEASE (EL)

LODGED BY Department of Lands
 ADDRESS DoL - Pilbara - Box 98C
 PHONE No.
 FAX No.
 REFERENCE No. Nicholas Breadsell Ph : 6552 4757 Fax: 6552 4413 File: 00616-1983
 ISSUING BOX No.

PREPARED BY Department of Lands
 ADDRESS DoL - Pilbara - Box 98C
 PHONE No.
 FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____ Received Items
 2. _____ Nos.
 3. _____
 4. _____ Receiving Clerk
 5. _____
 6. _____

150324-001



Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.