

**SCHEDULE 1  
PARTY DETAILS**

<b>1.1 Ngarluma Yindjibarndi- Native Title Party (Registered native title claimants)</b>	
Name:	David Daniel, Daisy Moses, David Walker, Roger Barker, Jill Churnside, Trevor Solomon and Les Hicks on behalf of the Ngaluma People; and Bruce Monadee, Woodley King, Kenny Jerrold, Mary Walker, Bruce Woodley, Michelle Adams, Jimmy Horace, Linda Ryder and Judy Albert on behalf of the Yindjibarndi People
For:	Ngarluma Yindjibarndi Native Title Claim Group
Address:	C/- Principal Legal Office, Yamatji Barna Baba Maaja Aboriginal Corporation Level 14, 256 Adelaide Terrace PERTH WA 6000 Facsimile: (08) 9225 4633
Native title determination application number:	National Native Title Tribunal Number WC99/14 Federal Court Action Number WAG 6017/96
Date entered on Register of Native Title Claims:	14 July 1999

<b>1.2 Yaburara Mardudhunera - Native Title Party (Registered native title claimants)</b>	
Name:	Valerie Holborow, Kevin Cosmos and Patricia Cooper
For:	Yaburara Mardudhunera Native Title Claim Group
Address:	C/- Williams & Co Level 1, 477 Hay Street SUBIACO WA 6008 Facsimile: (08) 9388 1352
Native title determination application number:	National Native Title Tribunal Number WC96/89 Federal Court Action Number WAG 127/97
Date entered on Register of Native Title Claims:	1 August 1996

<b>1.3 Wong-goo-tt-oo - Native Title Party</b> (Registered native title claimants)	
Name:	Betty Dale, Tim Douglas, Wilfred Hicks, Ernie Ramirez and Cane Hicks
For:	Wong-goo-tt-oo Native Title Claim Group
Address:	PO Box 156, Roebourne WA 6718
Native title determination application number:	National Native Title Tribunal Number WC98/40 Federal Court Action Number WAG 6256/98
Date entered on Register of Native Title Claims:	9 April 1999

<b>1.4 State</b>	
Authorised Representative:	Executive Director, Office of Native Title, Department of the Premier and Cabinet
Address:	197 St George's Terrace Perth WA 6000 Facsimile: (08) 9222 9877

<b>1.5 LandCorp</b>	
Authorised Representative:	General Manager Finance and Corporate LandCorp
Address:	Level 3 Wesfarmers House 40 The Esplanade Perth WA 6000 Facsimile:

<b>1.6 Contracting Parties</b>	
Authorised Representative:	
Address:	

**SCHEDULE 2  
ADDITIONAL LAND**

**See following**

DP 30620



TYPE	CROWN
PURPOSE	STATUTORY PLAN
PLAN OF	

NOTICE OF INTENTION TO TAKE  
NATIVE TITLE ACT (COMMONWEALTH) 1993  
LAND ADMINISTRATION ACT 1997

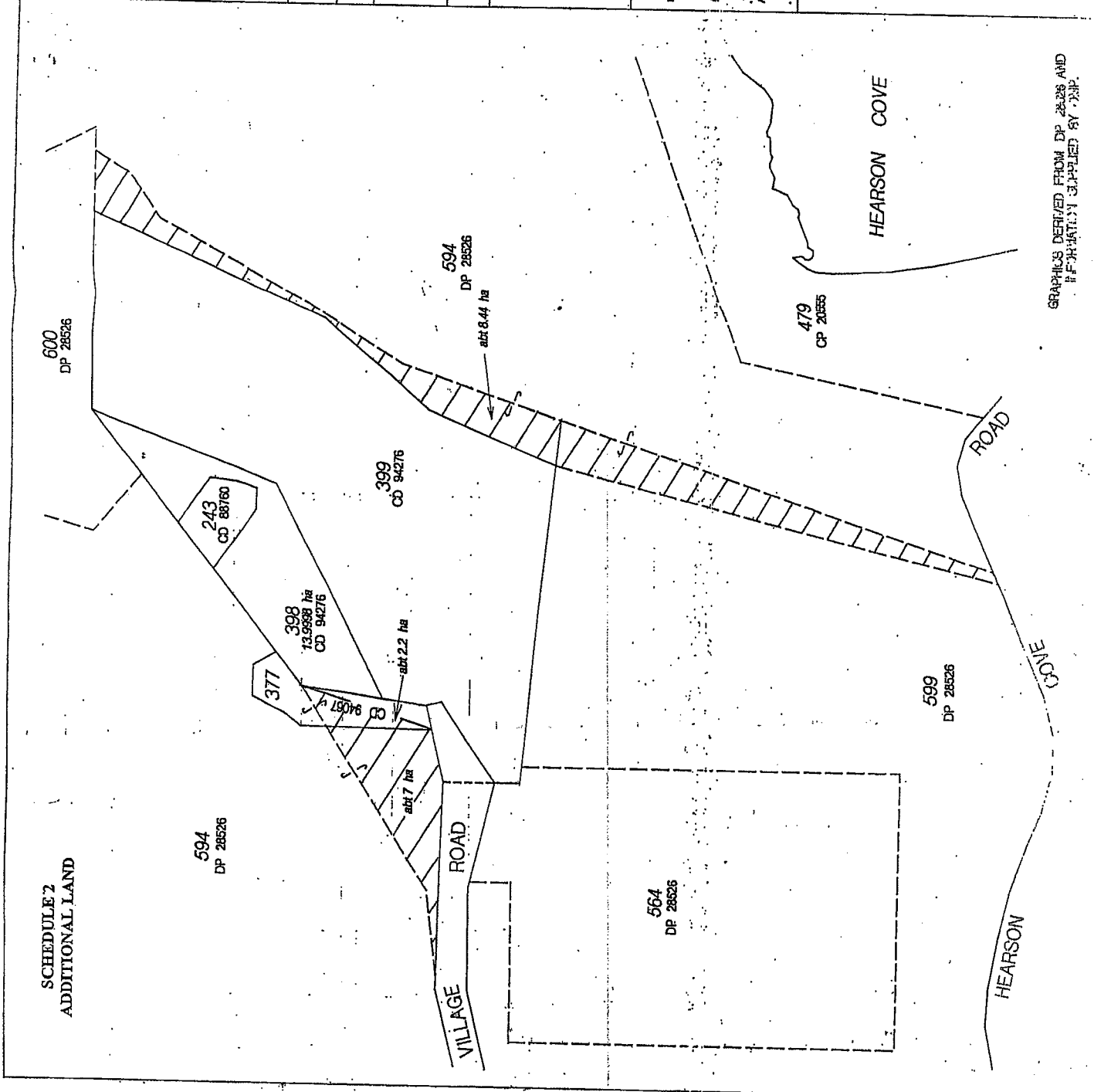
DISTRICT DE WITT	DOLA FILE 2024/598 V7
TOWNSHIP	
LOCAL AUTHORITY	SHIRE OF ROEBOURNE
LOCALITY	
FORMER TENURE	ON
INDEX	INDEX
PUBLIC	PUBLIC
REFERENCE	

SCALE	1:10000
ALL DISTANCES ARE IN METRES	

LOGGED	DATE	TYPE OF VALIDATION	SURVEY FIRM
			DOLA - A.S. Green - 8/2/2001

ADDITIONAL LAND	
LEGEND	

DEPOSITED PLAN	30620
SHEET	1 OF 1
EDITION	2



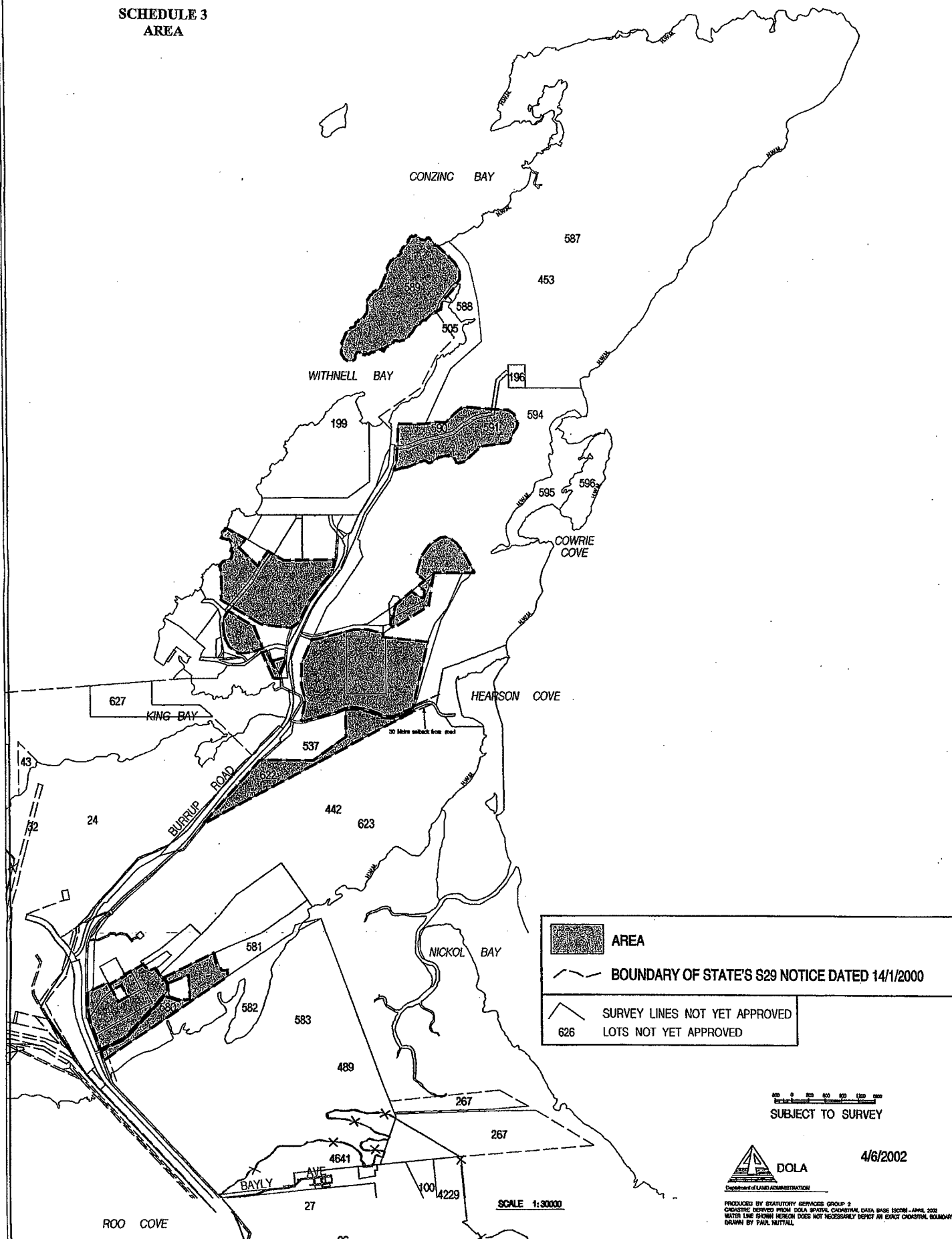
GRAPHICS DERIVED FROM DP 28526 AND  
INFORMATION SUPPLIED BY DOLA

**SCHEDULE 3**  
**AREA**

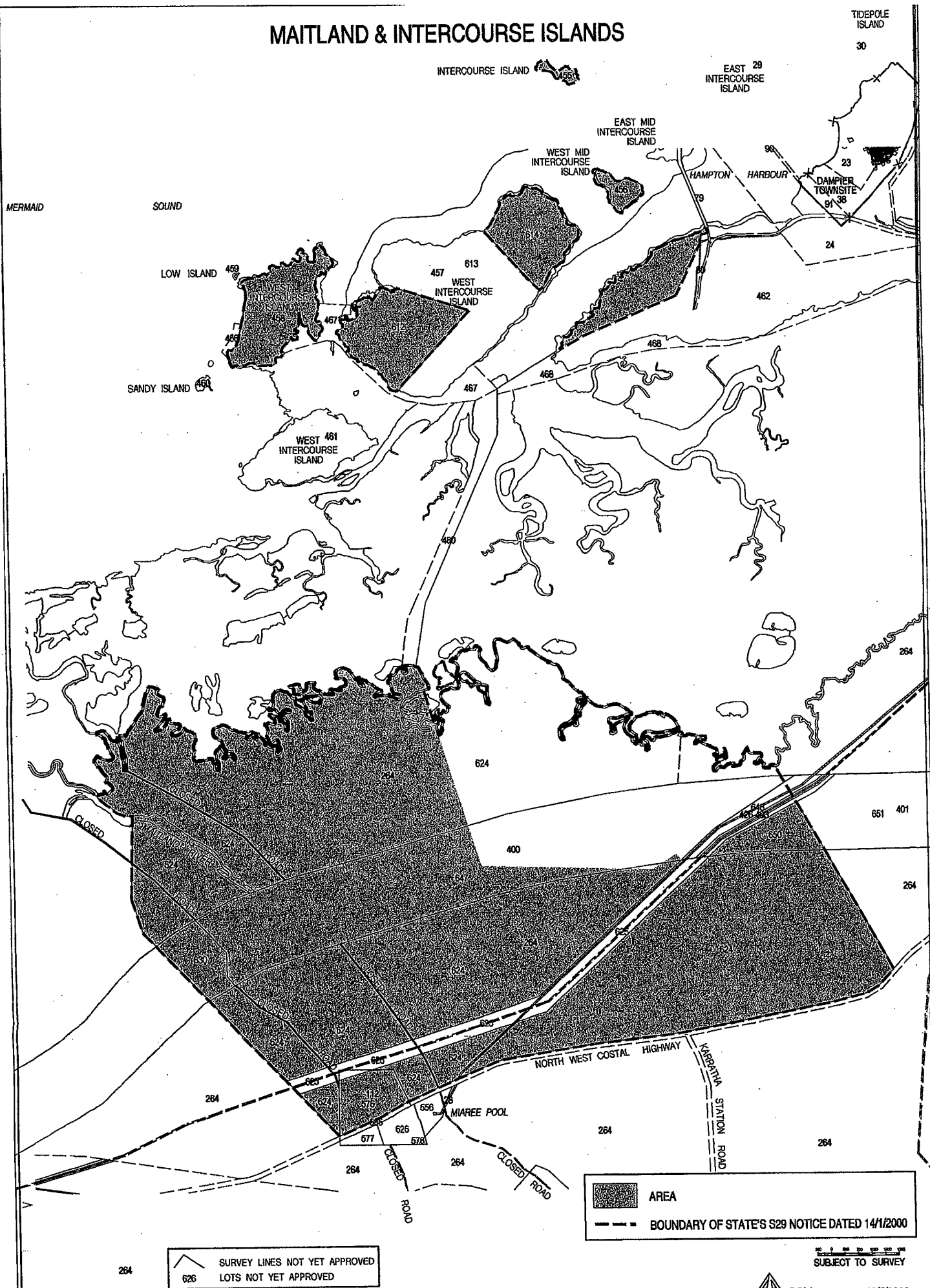
**See following**

## BURRUP PENINSULA

**SCHEDULE 3  
AREA**



## MAITLAND & INTERCOURSE ISLANDS



13/5/2002

PRODUCED BY STATUTORY SERVICES GROUP B  
CADASTRIC DERIVED FROM COLA SPATIAL CDMETRA DATA BASE ECDM - APRIL 2008  
WATER LINE SHOWN HEREIN DOES NOT NECESSARILY DEPICT AN EXACT CDMETRA BOUNDARY  
DRAWN BY PAUL NUTTALL

**SCHEDULE 4**  
**BURRUP FERTILISER LAND**

**See following**

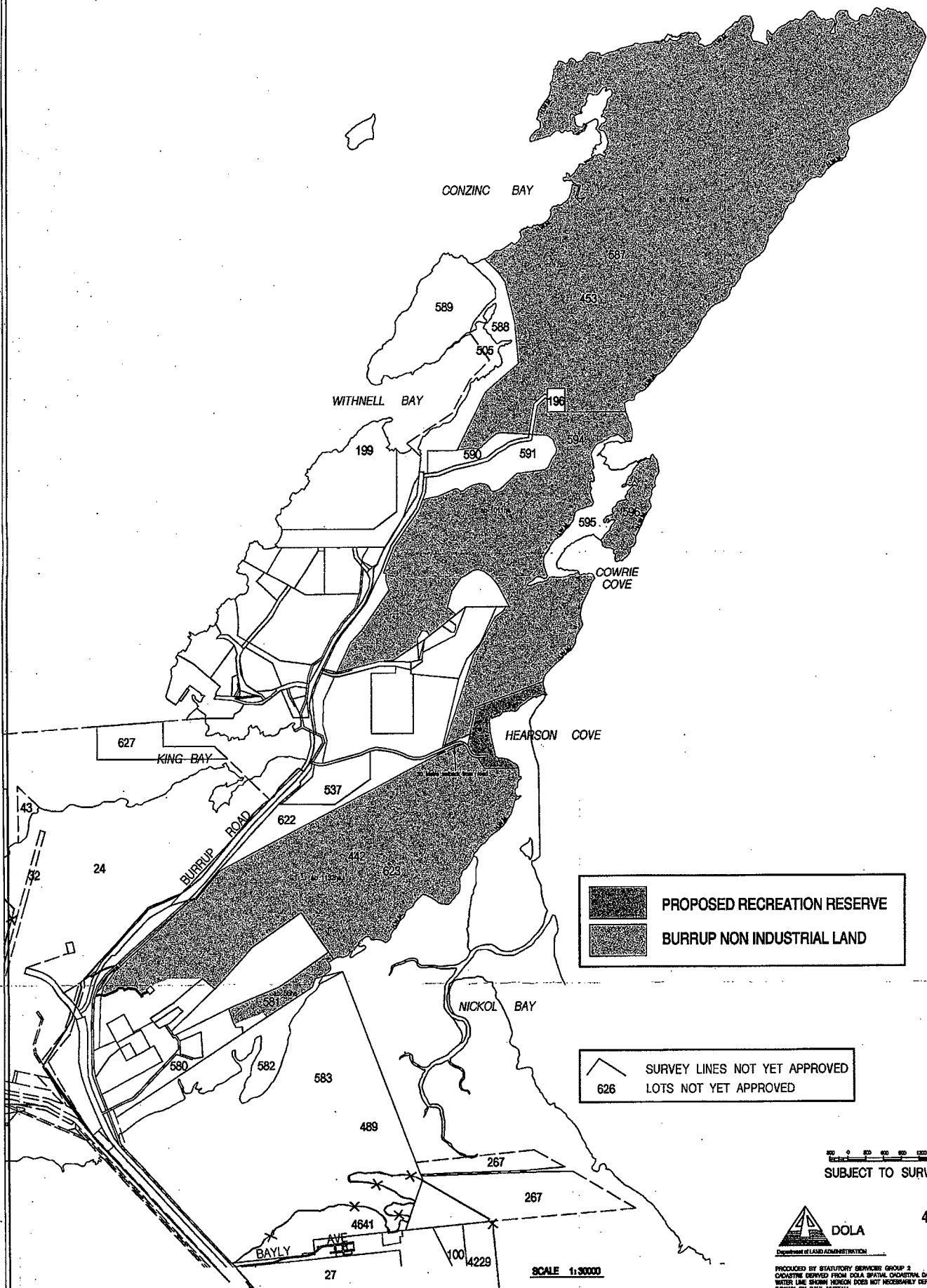




**SCHEDULE 5**  
**BURRUP NON-INDUSTRIAL LAND**

**See following**

# SCHEDULE 5 BURRUP NON INDUSTRIAL LAND



**SCHEDULE 6**  
**NOTICES**

**See following**

SCHEDULE 6 - AREA NOTICE

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NOTICE OF INTENTION  
TO TAKE INTERESTS IN LAND TO CONFER INTERESTS UNDER WRITTEN LAW  
*LAND ADMINISTRATION ACT 1997 (WA) SECTION 170*  
AND TO COMPULSORILY ACQUIRE NATIVE TITLE RIGHTS AND INTERESTS  
*NATIVE TITLE ACT 1993 (CTH) SECTION 29*

I Murray Criddle, MLC, Acting Minister for Lands, HEREBY GIVE NOTICE in accordance with Section 170 of the *Land Administration Act (LAA) 1997* that it is proposed to take those interests in the land described in the Schedule for the purposes specified.

AND for and on behalf of the State of Western Australia HEREBY GIVE NOTICE in accordance with Section 29 of the *Native Title Act 1993 (as amended) (NTA)*, that any native title rights and interests in the land described in the Schedule are to be compulsorily acquired for the purposes specified.

It is proposed to grant the estates, interests and rights specified in the Schedule in respect of the land described in the Schedule as authorised by orders issued under Section 165 of the *LAA*.

SCHEDULE

**PARCEL OF LAND NO 1**

1. Portion Forrest Location 3 11 on Miscellaneous Diagram 94620 Volume 3116 Folio 230 Area: about 180.7 hectares. 2. Portion Forrest Location 203 on Miscellaneous Plan 20594 Volume 3061 Folio 45 Area: about 12364 hectares. 3. Forrest Location 283 on Miscellaneous Diagram 93735 Volume 3109 Folio 951 Area: 14.4304 hectares. 4. Port Hedland Lot 6035 on Miscellaneous Diagram 93735 Volume 3112 Folio 180 Area: 8.1060 hectares. 5. Forrest Location 265 on Miscellaneous Diagram 93736 Volume 3106 Folio 96 Area: 818.3255 hectares. 6. Forrest Location 116 on Diagram 76233 Volume 3013 Folio 804 Area: 202.992s hectares. 7. Forrest Location 266 on Diagram 92684 Volume 3106 Folio 205 Area: 31.6357 hectares. 8. Forrest Location 279 on Miscellaneous Diagram 93734 Volume 3109 Folio 947 Area: 221.9612 hectares. 9. Forrest Location 280 on Miscellaneous Diagram 93734 Volume 3 109 Folio 948 Area: 409.0041 hectares. 10. Forrest Location 281 on Miscellaneous Diagram 93734 Volume 3109 Folio 949 Area: 28.0177 hectares. 11. Forrest Location 282 on Miscellaneous Diagram 93734 Volume 3109 Folio 950 Area: 29.0958 hectares. 12. Forrest Location 322 on Diagram 92067 Volume 3116 Folio 932 Area: 2.8923 hectares. 13. Portion Forrest Location 323 on Miscellaneous Plan 20768 Volume 3116 Folio 933 Area: about 24.5 hectares. 14. Portion Forrest Location 324 on Miscellaneous Plan 20768 Volume 3 116 Folio 934 Area: about 13.3 hectares. 15. Portion Forrest Location 325 on Miscellaneous Plan 20768 Volume 3116 Folio 935 Area: about 6.76 hectares.

**PLAN/DIAGRAM:** Statutory Services Plan 20789.

**LAND SITUATED IN:** Town of Port Hedland.

**NATURE OF INTERESTS TO BE TAKEN:** The land excluding all rights created by the grant of mining tenements under Mining Acts 1978 and 1904, excluding all rights created by the grant of easements under the LAA and the Land Act 1933 and the Petroleum Pipeline Act 1969, excluding all rights created by the existing Dampier to Bunbury Natural Gas Pipeline easement and the Dampier to Bunbury Pipeline Act 1997, and excluding all rights created by Government agreements as defined in the Government Agreements Act 1979.

  
Murray Criddle MLC  
ACTING MINISTER FOR LANDS

**PURPOSE OF PROPOSED GRANT FOR WHICH LAND IS PROPOSED TO BE DESIGNATED:**

**Development** for industrial purposes and associated and ancillary purposes and including stock yard and buffer.

**PROPOSED DISPOSITION/GRANT:** Land for industrial purposes will be subdivided for sale and transfer in fee simple to the Western Australian Land Authority (LandCorp) for further disposition for industrial purposes. An area for stockyard will be reserved under the LAA and placed in the care, control and management of the Town of Port Hedland with power to lease.

Buffer areas will be reserved under the LAA. Under that reservation, leases/licences for ancillary purposes will be granted under the LAA or under the power of management orders.

**REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:**

The State has over a number of years investigated the suitability of land for industrial development and this included the completion of a number of studies to identify the area the subject of this notice.

**DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED:** 1 July 2000.

**DOLA FILE:** 879/1993

**DOLA REF:** 940742

**PARCEL OF LAND NO 2**

1. De Witt Location 116 on Land Administration Plan 14417. Volume 3062 Folio 626 Area: about 10.9 hectares. 2. De Witt Location 176 on Diagram 85971 Volume 3062 Folio 921 Area: 41.9911 hectares. 3. Portion De Witt Location 194 on Land Administration Plan 16682 Volume 3063 Folio 10 Area: about 11.7 hectares. 4. Portion De Witt Location 198 on Land Administration Plan 16681 Volume 3063 Folio 26 Area: about 6.94 hectares. 5. De Witt Location 314 on Land Administration Plan 18195 Volume 3100 Folio 715 Area: 3.2395 hectares. 6. De Witt Location 382 on Land Administration Plan 20146 Volume 3 112 Folio 595 Area: about 136 hectares. 7. De Witt Location 383 on Land Administration Plan 20146 Volume 3 112 Folio 596 Area: about 46.3 hectares. 8. De Witt Location 398 on Diagram 94276 Volume 3038 Folio 250 Area: 13.9998 hectares. 9. Portion De Witt Location 442 on Miscellaneous Plan 20555 Volume 3 115 Folio 829 Area: about 159.5 hectares. 10. Portion De Witt Location 445 on Miscellaneous Plan 20555 Volume 3 115 Folio 832 Area: about 69.4 hectares. 11. Portion De Witt Location 453 on Miscellaneous Plan 20557 Volume 3 115 Folio 890 Area: about 694 hectares. 12. De Witt Location 475 on Diagram 94622 Volume 3 116 Folio 287 Area: 5.1250 hectares.

**PLAN/DIAGRAM:** Statutory Services Diagram 94758.

**LAND SITUATED, IN:** Shire of Roebourne.

**NATURE OF INTERESTS TO BE TAKEN:** The land excluding all rights created by the grant of mining tenements under Mining Acts 1978 and 1904, excluding all rights created by the grant of easements under the LAA and the Land Act 1933 and the Petroleum Pipeline Act 1969, excluding all rights created by the existing Dampier to Bunbury Natural Gas Pipeline easement and the Dampier to Bunbury Pipeline Act 1997, and excluding all rights created by Government agreements as defined in the Government Agreements Act 1979.

**PURPOSE OF PROPOSED GRANT FOR WHICH LAND IS PROPOSED TO BE DESIGNATED:**

Development for industrial and associated and ancillary purposes.

**PROPOSED DISPOSITION/GRANT:** Land for industrial purposes will be subdivided for sale and transfer in fee simple to the Western Australian Land Authority (LandCorp) for further disposition for industrial purposes.

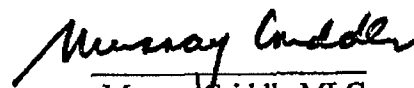
**REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:**

The State has over a number of years investigated the suitability of land for industrial development and this included the completion of a number of studies to identify the area the subject of this notice.

**DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED:** 1 July 2000

**DOLA FILE:** 202411998

**DOLA REF:** 991023.

  
Murray Criddle MLC

ACTING MINISTER. FOR LANDS

### **PARCEL OF LAND NO 3**

1. Portion De Witt Location 28 on Land Administration Plan 19363, Miscellaneous Plan 353 & Diagram 92898 Volume 3062 Folio 351 Area: about 5.2 hectares. 2. Portion De Witt Location 112 on Land Administration Plan 14329 Volume 3062 Folio 604 Area: about 142 hectares. 3. Portion De Witt Location 264 on Miscellaneous Plan 20364 Volume 3046 Folio 478 Area: about 8035 hectares. 4. Portion De Witt Location 400 on Miscellaneous Plan 20805 Volume 3114 Folio 342 Area: about 1876 hectares. 5. Portion De Witt Location 401 on Miscellaneous Plan 20805 Volume 3114 Folio 343 Area: about 138 hectares. 6. De Witt Location 455 on Miscellaneous Plan 20574 Volume 3115 Folio 908 Area: about 18.8 hectares. 7. De Witt Location 456 on Miscellaneous Plan 20574 Volume 3115 Folio 909 Area: about 49.8 hectares. 8. Portion De Witt Location 457 on Miscellaneous Plan 20574 Volume 3115 Folio 910 Area: about 602 hectares. 9. De Witt Location 458 on Miscellaneous Plan 20574 Volume 3115 Folio 911 Area: about 318 hectares. 10. Portion De Witt Location 462 on Miscellaneous Plan 20575 Volume 3115 Folio 915 Area: about 230 hectares. 11. De Witt Location 469 on Miscellaneous Diagram 94619 Volume 3116 Folio 223 Area: about 148.7 hectares. 12. Portion De Witt Location 482 on Miscellaneous Plan 20676 Volume 3116 Folio 610 Area: about 18.08 hectares. 13. De Witt Location 483 on Miscellaneous Plan 20678 Volume 3116 Folio 678 Area: about 112.7 hectares.- 14. Portion De Witt Location 484 on Miscellaneous Plan 20677 Volume 3116 Folio 679 Area: about 115 hectares. 15. De Witt Location 485 on Miscellaneous Plan 20676 Volume 3116 Folio 703 Area: about 13.9 hectares. 16. De Witt Location 486 on Miscellaneous Plan 20676 Volume 3116 Folio 704 Area: about 5.14 hectares. 17. De Witt Location 487 on Miscellaneous Plan 20676 Volume 3116 Folio 705 Area: about 1.96 hectares:

**PLAN/DIAGRAM:** Statutory Services Diagrams 94759 & 94760.

**LAND SITUATED IN:** Shire of Roebourne.

**NATURE OF INTERESTS TO BE TAKEN:** The land excluding all rights created by the grant of mining tenements under Mining Acts 1978 and 1904,

**PURPOSE OF PROPOSED GRANT FOR WHICH LAND IS PROPOSED TO BE DESIGNATED:** Development for industrial and associated and ancillary purposes including buffer.

**PROPOSED DISPOSITION/GRANT:** Land for industrial purposes will be subdivided for sale and transfer in fee simple to the Western Australian Land Authority (LandCorp) for further disposition for industrial purposes.

Buffer areas will be reserved under the LAA. Under that reservation, leases/licences for ancillary purposes will be granted under the LAA or under the power of management orders.

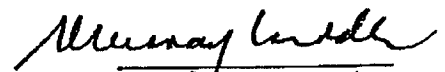
**REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:**

The State has over a number of years investigated the suitability of land for industrial development and this included the completion of a number of studies to identify the area the subject of this notice.

**DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED:** 1 July 2000.

**DOLA FILE:** 2024/1998

**DOLA REF:** 991023



Murray Criddle MLC  
ACTING MINISTER FOR LANDS

PLA' ~~OF~~ LAND TO BE TAKEN MAY BE INSPECTED AT: Department of Land Administration (DOLA), 1 Midland Square, Midland, WA or Department of Resources Development (DRD), 7th Floor, 170 St Georges Terrace, Perth, WA.

FOR FURTHER INFORMATION CONTACT: Mr Steve Burgess, DOLA, telephone (08) 9273 7259 or Mr Paul Platt, DRD, telephone (08) 9327 5555.

OBJECTIONS IN WRITING MAY BE LODGED: Persons having or claiming any interests in any parcel of land specified above may, under Section 175 of the LAA, lodge an objection in writing to the proposed taking with DOLA, PO Box 2222, Midland, WA 6936 OR 1 Midland Square, Midland, WA 6056 no later than 9 May 2000.

**MINISTER'S CONSENT TO TRANSACTIONS AFFECTING, AND IMPROVEMENTS TO, THE LAND:** A person may not enter into a transaction in relation to the above land without obtaining the prior consent in writing of the Minister for Lands, except as provided in Section 172(7) of the LAA. Any transaction entered into without prior consent is void in accordance with Section 172(3) of the LAA. An application for consent must be in accordance with Section 172(5) of the LAA.

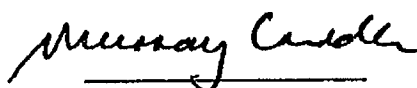
Under Section 173 of the LAA, a person must not cause the building or making of any improvement to the land to be commenced or continued except with the approval in writing of the Minister for Lands.

**NATURE OF THE ACT:** In respect of the land described in the Schedule, is the compulsory acquisition of the interests in the land including any native title rights and interests to grant estates, interests, rights, powers or privileges in, over, or in relation to that land under written law for the purpose specified and ancillary and incidental purposes

**NOTIFICATION DAY:** The notification day 9 February 2000.

**NATIVE TITLE PARTIES:** Under Section 30 of the NTA, persons have until 3 months after the notification day to take certain steps to become native title parties in relation to the notice. The 3 month period closes on 9 May 2000. Any person who is or becomes a native title party is entitled to the negotiation and procedural rights provided in Part 2 Division 3 Subdivision P of the NTA. Enquiries regarding becoming a native title party should be directed to the National Native Title Tribunal, 1 Victoria Avenue, Perth, WA 6000 or GPO Box 9973, Perth, WA 6001 telephone (08) 9268 7272.

Dated this 14<sup>th</sup> Day of January 2000

  
Murray Criddle MLC  
ACTING MINISTER FOR LANDS



## SCHEDULE 6 - HEARSON COVE LAND NOTICE

**NOTICE OF INTENTION  
To Take Interests In Land for a Public Work  
LAND ADMINISTRATION ACT 1997  
NATIVE TITLE ACT 1993 (CTH)**

I Douglas James Shave, MLA, Minister for Lands, hereby give notice in accordance with section 170 of the *Land Administration Act 1997 (LAA)* and Section 24MD(6A) and (7) of the Native *Title Act 1993 (as amended)* (NTA) that it is proposed to take those interests specified in respect of each parcel of land described in the Schedule for the purposes specified in respect of that land.

## SCHEDULE

**LAND DESCRIPTION:**

Whole De Witt Location 479 on Land Administration Miscellaneous Plan 20555, being unallocated Crown land Volume 3116 Folio 607 Area: 59.9538 hectares

PLAN/DIAGRAM: Land Administration Miscellaneous Plan 20555

LAND SITUATED **IN:** Shire of Roebourne

NATURE OF INTERESTS TO BE TAKEN: All registered and unregistered interests (including any native title 'rights and interests) in the land under the heading "LAND DESCRIPTION" other than interests of the Crown.

PURPOSE OF PUBLIC WORK FOR WHICH THE LAND IS PROPOSED TO BE DESIGNATED: Park and Recreation.

REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PUBLIC WORK: To ensure public access to Hearson Cove and maintain and enhance the facilities.

DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED: 1st December 2000.

STATEMENT IN ACCORDANCE WITH NTA SECTION 26(1)(c)(iii)(A): The purpose of the taking is to place the land under the care, control and management of the Shire of Roebourne under Section 46 of the LAA, the Shire of Roebourne being a "Government Party" for the purposes of the NTA. Care, control and management will transfer to the National Parks and Nature Conservation Authority in the event that the surrounding areas are vested in the NPNCA, and NPCA agrees to maintain public access to Hearson Cove and the level of facilities is maintained or enhanced.

DOLA FILE: 01194-1977-01 RO DOLA REF: 941428

MINISTER'S CONSENT TO TRANSACTIONS AFFECTING AND IMPROVEMENTS TO THE LAND: A

~~person may not enter into a transaction in relation to the above land without obtaining the prior consent in~~ writing of the Minister for Lands, except as provided in Section 172(7) of the LAA. Any transaction entered into without prior consent is void in accordance with Section 172(3) of the LAA. An application for consent must be in accordance with Section 172(5) of the LAA.

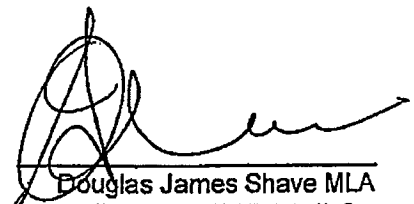
Under Section 173 of the LAA, a person must not cause the building or making of any improvements to the land to be commenced or continued except with the approval in writing of the Minister for Lands.

OBJECTIONS AND COMMENTS IN WRITING MAY BE LODGED: Persons having or claiming any interests in any parcel of land specified above may, under Section 175 of the LAA, lodge an objection or comments in writing regarding the proposed taking with the Department of Land Administration (DOLA), PO Box 2222, Midland OR 1 Midland Square, Midland no later than 30 March 2001.

PLAN OF LAND TO BE TAKEN MAY BE INSPECTED AT: DOLA, 1 Midland Square, Midland, 6056 between the hours of 8am and 5pm Monday to Friday.

FOR FURTHER INFORMATION CONTACT: June Winsome-Fox, NU6, DOLA, PO Box 2222, Midland or by telephone (08) 9273 7345.

Dated this .. 15th .. Day of January .. in the year 2001

  
Douglas James Shave MLA  
MINISTER FOR LANDS

## SCHEDULE 6 - KARRATHA LAND NOTICE

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**NOTICE OF INTENTION**  
To Take Interests in Land to Confer Interests under Written Law  
**LAND ADMINISTRATION ACT 1997**  
**NATIVE TITLE ACT 1993 (CTH)**  
**(Section 24MD(6A) & (68))**

I Alannah Joan Geraldine MacTiernan, MLA, Minister for Lands, HEREBY GIVE NOTICE in accordance with Section 170 of the *Land Administration Act 1997* (LAA) and Section 24MD(6A) of the *Native Title Act 1993* (as amended) (NTA) that it is proposed to take those interests specified in respect of each parcel of land described under each heading of PARCEL OF LAND for the purposes specified in respect of that land.

AND for and on behalf of the State of Western Australia HEREBY GIVE NOTICE in accordance with Section 24MD(6B) of the NTA that any native title rights and interests in respect of each parcel of land described under each heading PARCEL OF LAND are to be compulsorily acquired for the purposes specified in respect of that land.

It is proposed to grant the estates, interests and rights specified below in respect of each parcel of land as authorised by Order(s) issued under Section 165 of the LAA.

### PARCEL OF LAND NO 1

#### LAND DESCRIPTION:

1. Karratha Lot 2537, Volume 3018 Folio 131 Area: 1.0032 hectares; 2. Karratha Lot 2538, Volume 3018 Folio 133 Area: 1.0715 hectares; 3. Karratha Lot 2539, Volume 3018 Folio 136 Area: 7788 square metres; 4. Karratha Lot 2540, Volume 3018 Folio 137 Area: 7009 square metres; 5. Karratha Lot 2546, Volume 3018 Folio 142 Area: 5523 square metres; 6. Karratha Lot 2547, Volume 3018 Folio 143 Area: 3127 square metres; 7. Karratha Lot 2548, Volume 3018 Folio 145 Area: 6286 square metres; 8. Karratha Lot 2552, Volume 3018 Folio 149 Area: 1.2165 square metres; 9. Karratha Lot 2553, Volume 3018 Folio 150 Area: 9299 square metres; 10. Karratha Lot 2554, Volume 3018 Folio 152 Area: 6326 square metres; 11. Karratha Lot 2555, Volume 3018 Folio 154 Area: 6687 square metres; 12. Karratha Lot 2556, Volume 3018 Folio 156 Area: 5423 square metres; 13. Karratha Lot 2557, Volume 3018 Folio 157 Area: 4302 square metres; 14. Karratha Lot 2558, Volume 3018 Folio 159 Area: 3756 square metres; 15. Karratha Lot 2559, Volume 3018 Folio 161 Area: 1.0736 hectares; 16. Karratha Lot 2567, Volume 3018 Folio 174 Area: 3.0066 hectares; 17. Karratha Lot 2572, Volume 3018 Folio 177 Area: 2547 square metres; 18. Karratha Lot 2573, Volume 3018 Folio 180 Area: 2652 square metres; 19. Karratha Lot 2574, Volume 3018 Folio 183 Area: 2756 square metres; 20. Karratha Lot 2575, Volume 3018 Folio 187 Area: 2860 square metres; 21. Karratha Lot 2576, Volume 3018 Folio 192 Area: 2527 square metres; 22. Karratha Lot 2577, Volume 3018 Folio 195 Area: 2400 square metres; 23. Karratha Lot 2578, Volume 3018 Folio 197 Area: 3000 square metres; 24. Karratha Lot 2579, Volume 3018 Folio 199 Area: 2400 square metres; 25. Karratha Lot 2580, Volume 3018 Folio 200 Area: 2400 square metres; 26. Karratha Lot 2581, Volume 3018 Folio 202 Area: 2400 square metres; 27. Karratha Lot 2582, being Volume 3018 Folio 203 Area: 2400 square metres; 28. Karratha Lot 2583, Volume 3018 Folio 205 Area: 2400 square metres; 29. Karratha Lot 2584, land Volume 3018 Folio 206 Area: 2400 square metres; 30. Karratha Lot 2585, Volume 3018 Folio 208 Area: 2400 square metres; 31. Karratha Lot 2586, Volume 3018 Folio 209 Area: 2400 square metres; 32. Karratha Lot 2587, Volume 3018 Folio 211 Area: 4050 square metres; 33. Karratha Lot 2568, Volume 3018 Folio 212 Area: 3600 square metres; 34. Karratha Lot 2589, Volume 3018 Folio 214 Area: 3600 square metres. All being unallocated Crown land.

PLAN/DIAGRAM: Land Administration Plan 14664. LAND SITUATED IN: Shire of Roebourne

NATURE OF INTERESTS TO BE TAKEN: All registered and unregistered interests (including any native title rights and interests) in the land under the heading "LAND DESCRIPTION" other than interests of the Crown.

PURPOSE OF PROPOSED GRANT FOR WHICH THE LAND IS PROPOSED TO BE DESIGNATED:

(1). Karratha Lots 2567 and 2547 for drainage. (2). Remainder of lots for Light Industrial.

PROPOSED DISPOSITION/GRANT: (1). Lots 2567 and 2547 for reservation with care, control and management placed in the Shire of Roebourne. (2). Remainder of lots to be sold.

REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:

The land is required to help satisfy the demand for light industrial lots in Karratha caused by current and future resource developments in the region.

DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED: 1 March 2002

DOLA FILE: 01570-1998-01RO DOLA REF: 983240

  
ALANNAH MacTIERNAN, MLA  
MINISTER FOR LANDS

## PARCEL OF LAND NO 2

### LAND DESCRIPTION:

1. Part Karratha Lot 4664 on Land Administration Plan 26339 shown pink on Land Administration Deposited Plan 28085, Volume 3124 Folio 313 Area: 75.884 hectares;  
2. De Witt Location 52 on Land Administration Diagram 74220, Volume 3062 Folio 503 Area: 6.0703 hectares; 3. Part Karratha lot 4663 on Land Administration Plan 26338 shown pink on Land Administration Deposited Plan 28085, Volume 3124 Folio 312 Area: 161.3225 hectares; 4. Part Karratha lot 4665 on Land Administration Plan 26340 shown pink on Land Administration Deposited Plan 28085, Volume 3124 Folio 314 Area: 45.98 hectares. All being unallocated Crown land.  
PLAN/DIAGRAM: Deposited Plan 28085. LAND SITUATED IN: Shire of Roebourne  
NATURE OF INTERESTS TO BE TAKEN: All registered and unregistered interests (including any native title rights and interests) in the land under the heading "LAND DESCRIPTION" other than interests of the Crown

PURPOSE 0; PROPOSED GRANT FOR WHICH THE LAND IS PROPOSED TO BE DESIGNATED:  
Subdivisional development including the provision of services (such as water, power, sewerage, roads) for residential purposes.

PROPOSED DISPOSITION/GRANT: Sale of lots

REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:

The land is required to help satisfy the demand for residential lots in Karratha caused by current and future resource developments in the region.

DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED: 1 March 2002

DOLA FILE: 02227-1997-01 RO DOLA REF: 002530

## PARCEL OF LAND NO 3

### LAND DESCRIPTION:

1. Karratha Lot 2560, Volume 3018 Folio 162 Area: 5713 square metres; 2. Karratha Lot 2561, Volume 3018 Folio 164 Area: 4406 square metres; 3. Karratha Lot 2562, Volume 3018 Folio 166 Area: 4719 square metres; 4. Karratha Lot 2563, Volume 3018 Folio 167 Area: 6075 square metres; 5. Karratha Lot 2564, Volume 3018 Folio 169 Area: 5860 square metres; 6. Karratha Lot 2565, Volume 3018 Folio 171 Area: 7064 square metres; 7. Karratha Lot 2566, Volume 3018 Folio 173 Area: 1.0912 hectares. All being unallocated Crown land.

PLAN/DIAGRAM: Land Administration Plan 14664. LAND SITUATED IN: Shire of Roebourne

NATURE OF INTERESTS TO BE TAKEN: All registered and unregistered interests (including any native title rights and interests) in the land under the heading "LAND DESCRIPTION" other than interests of the Crown. "

PURPOSE OF PROPOSED GRANT FOR WHICH THE LAND IS PROPOSED TO BE DESIGNATED:  
Light industrial

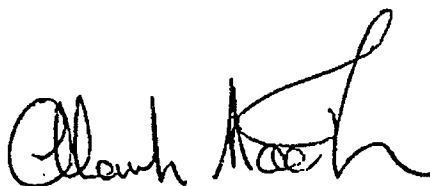
PROPOSED DISPOSITION/GRANT: Sale of lots

REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:

The land is required to help satisfy the demand for light industrial lots in Karratha caused by current and future resource developments in the region.

DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED: 1 March 2002

DOLA FILE: 01570-1 998-01 RO DOLA REF: 983240



ALANNAH MacTIERNAN, MLA  
MINISTER FOR LANDS

#### PARCEL OF LAND NO 4

##### LAND DESCRIPTION:

1. Karratha Lot 4661 on Land Administration Plan 26336 shown pink on Land Administration Deposited Plan 28085, being unallocated Crown land Volume 3124 Folio 310 Area: 4.965 hectares; 2. Part De Witt Location 137 on Land Administration Reserve Plan 166 as shown green on Land Administration Deposited Plan 28085, being part Reserve 36708 "Parklands and Recreation". Volume 3062 Folio 865 Area: 2193 square metres; 3. Part Karratha lot 1972 on Land Administration Diagram 82528 shown green on Land Administration Deposited Plan 28085, being part Reserve 34922 "Parklands". Volume 3017 Folio 223 Area: 4.4185 hectares; 4. Karratha Lot 4638 on Land Administration Plan 21032 shown pink on Land Administration Deposited Plan 28085, being unallocated Crown land. Volume 3116 Folio 896 Area: 29.4762 hectares; 5. Karratha Lot 4639 on Land Administration Plan 21033 shown pink on Land Administration Deposited Plan 28085, being unallocated Crown land. Volume 3116 Folio 897 Area: 126.7202 hectares

PLAN/DIAGRAM: Deposited Plan 28085

LAND SITUATED IN: Shire of Roebourne

NATURE OF INTERESTS TO BE TAKEN: All registered and unregistered interests (including any native title rights and interests) in the land under the heading "LAND DESCRIPTION" other than interests of the Crown

PURPOSE OF PROPOSED GRANT FOR WHICH THE LAND IS PROPOSED TO BE DESIGNATED:

For Karratha Lots 4661, 4638, 4639 subdivisional development including the provision of services (such as water, power, sewerage, roads) for residential purposes.

The area from Reserves 36708 and 34922 will be used for transient workforce accommodation on an as needs basis, with the long term intention of developing the land for residential purposes.

PROPOSED DISPOSITION/GRANT: Sale or lease of lots

REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:

The land is required to help satisfy the demand for residential lots in Karratha caused by current and future resource developments in the region.

DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED: 1 March 2002

DOLA FILE: 02227-1997-01RO DOLA REF: 002530

#### PARCEL OF LAND NO 5

##### LAND DESCRIPTION:

1. Part Karratha Lot 4662 on Land Administration Plan 26337 shown cream on Land Administration Deposited Plan 28085, Volume 3124 Folio 311 Area: 24.2865 hectares; 2. Whole De Witt Location 211 on Land Administration Diagram 87506 as shown cream on Land Administration Deposited Plan 28085, Volume 3062 Folio 20 Area: 10.3709 hectares; 3. Part Karratha lot 4666 on Land Administration Plan 26337 shown cream on Land Administration Deposited Plan 28085, Volume 3124 Folio 395 Area: 160.4259 hectares. All unallocated Crown land.

PLAN/DIAGRAM: Deposited Plan 28085. LAND SITUATED IN: Shire of Roebourne

NATURE OF INTERESTS TO BE TAKEN: All registered and unregistered interests (including any native title rights and interests) in the land under the heading "LAND DESCRIPTION" other than interests of the Crown

PURPOSE OF PROPOSED GRANT FOR WHICH THE LAND IS PROPOSED TO BE DESIGNATED:

Subdivisional development including the provision of services (such as water, power, roads, sewerage) for rural residential purposes.

PROPOSED DISPOSITION/GRANT: Sale of lots

REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:

The land is required to help satisfy the demand for rural residential lots in Karratha caused by current and future resource developments in the region.

DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED: 1 March 2002

DOLA FILE: 02227-1997-01RO DOLA REF: 002530



ALANNAH MacTIERNAN, MLA  
MINISTER FOR LANDS

PARCEL OF LAND NO 6

LAND DESCRIPTION:

1. Karratha Lot 4226 on Land Administration Plan 16828 (as amended) being Reserve 40379 "Recreation". Volume 3017 Folio 892 Area: 4.216 hectares;
2. Karratha lot 4535 on Land Administration Diagram 88885, being Reserve 40848 "Drainage". Volume 3017 Folio 973 Area: 7577 square metres.
3. Karratha Lot 4636 on Land Administration Plan 20761, Volume 3116 Folio 737 Area: 4.1187 hectares;
4. Karratha lot 4660 on Land Administration Plan 20761, Volume 3125 Folio 351 Area: 5.641 hectares;
5. Karratha lot 4635 on Land Administration Plan 20761, Volume 3116 Folio 736 Area: 9.2545 hectares;
6. Karratha lot 3860 on Land Administration Plan 15374, Volume 3019 Folio 162 Area: 9670 square metres;
7. Karratha lot 3862 on Land Administration Plan 15374, Volume 3019 Folio 163 Area: 7366 square metres;
8. Karratha lot 3863 on Land Administration Plan 15374, Volume 3019 Folio 164 Area: 1.8162 hectares;
9. Karratha lot 3864 on Land Administration Plan 15374, Volume 3019 Folio 166 Area: 8266 square metres;
10. Karratha lot 3865 on Land Administration Plan 15374, Volume 3019 Folio 168 Area: 5391 square metres. Items (3) to (10) being unallocated Crown land.

PLAN/DIAGRAM: Deposited Plan 28085. LAND SITUATED IN: Shire of Roebourne

NATURE OF INTERESTS TO BE TAKEN: All registered and unregistered interests (including any native title rights and interests) in the land under the heading "LAND DESCRIPTION" other than interests of the Crown

PURPOSE OF PROPOSED GRANT FOR WHICH THE LAND IS PROPOSED TO BE DESIGNATED: Subdivisional development including the provision of services (such as water, power, roads, sewerage) for residential purposes.

PROPOSED DISPOSITION/GRANT: Sale of lots

REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:

The land is required to help satisfy the demand for residential lots in Karratha caused by current and future resource developments in the region.

DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED: 1 March 2002

DOLA FILE: 02227-1997-01RO DOLA REF: 002530

FOR ALL PARCELS OF LAND:

PLAN OF LAND TO BE TAKEN MAY BE INSPECTED AT: DOLA, Midland Square, Midland, 6056.

FOR FURTHER INFORMATION CONTACT: Iain Adam, Project Officer, Regional Services, DOLA, PO Box 2222, Midland or by telephone (08) 9273-7296.

OBJECTIONS IN WRITING MAY BE LODGED: Persons having or claiming any interests in any parcel of land specified above may, under Section 175 of the LAA, lodge an objection in writing to the proposed taking with the Department of Land Administration (DOLA), PO Box 2222, Midland or 1 Midland Square, Midland no later than 12 November 2001.

Native title parties: Any registered native title claimant or registered native title body corporate may object in accordance with Section 24MD(6B)(d) of the NTA to the doing of the act, within 2 months after the notification, so far as it affects their registered native title rights and interests. The 2 month period closes on 12 November 2001. Under Section 175 of the LAA, an objection in writing is to be lodged with the Department of Land Administration (DOLA), PO Box 2222, Midland or 1 Midland Square, Midland.

MINISTER'S CONSENT TO TRANSACTIONS AFFECTING AND IMPROVEMENTS TO THE LAND: A person may not enter into a transaction in relation to the above land without obtaining the prior consent in writing of the Minister for Lands, except as provided in Section 172(7) of the LAA. Any transaction entered into without prior consent is void in accordance with Section 172(3) of the LAA. An application for consent must be in accordance with Section 172(5) of the LAA.

Under Section 173 of the LAA, a person must not cause the building or making of any improvement to the land to be commenced or continued except with the approval in writing of the Minister for Lands.



ALANNAH MacTIERNAN, MLA  
MINISTER FOR LANDS

**NATURE OF THE ACT:** In respect of each parcel of land described, is the compulsory acquisition of the interests in the land including any native title rights and interests to grant estates, interests, rights, powers or privileges in, over, or in relation to that land under written law for the purpose specified and ancillary and incidental purposes.

Dated this 30th day of August 2001



ALANNAH MacTIERNAN, MLA  
MINISTER FOR LANDS

NOTICE OF INTENTION  
To Take Interests in Land to Confer Interests under Written Law  
LAND ADMINISTRATION ACT 1997  
NATIVE TITLE ACT 1993 (CTH)  
(section 24MD (6A) & (6B))

I Douglas James Shave, **MLA**, Minister for Lands, HEREBY GIVE NOTICE in accordance with Section 170 of the *Land Administration Act 1997 (LAA)* and Section 24MD(6A) of the Native *Title Act 1993 (as amended)* (NTA) that it is proposed to take those interests specified in respect of each parcel of land described under each heading of PARCEL OF LAND for the purposes specified in respect of that land. AND for and on behalf of the State of Western Australia HEREBY GIVE NOTICE in accordance with Section 24MD(6B) of the NTA that any native title rights and interests in respect of each parcel of land described under each heading PARCEL OF LAND are to be **compulsorily** acquired for the purposes specified in respect of that land.

It is proposed to grant the estates, interests and **rights** specified below in respect of each parcel of land as authorised by Orders issued under Section 165 of the **LAA**.

**PARCEL OF LAND NO 1:**

**LAND DESCRIPTION:** 1. Portion of Karratha Lot 4633 on Land Administration Miscellaneous Diagram 94629, more particularly described on Statutory Services Diagram 94628 being unallocated Crown land. Volume 3116 Folio 295 Area: 4.1629 hectares; 2. Portion of Karratha Lot 1121 on Land Administration Diagram 75620 more particularly described on Statutory Services Diagram 94628 being unallocated Crown land.

Volume 3018 Folio 52 Area: 7.8893 hectares

PLAN/DIAGRAM: Statutory Services Diagram 94628

LAND SITUATED IN: Shire of Roebourne

NATURE OF INTERESTS TO BE TAKEN: **All** registered and unregistered interests (including any native title rights and interests) in the land under the heading "LAND DESCRIPTION" other than interests of the Crown.

PURPOSE OF PROPOSED GRANT FOR WHICH THE LAND IS PROPOSED TO BE DESIGNATED: Commercial.

PROPOSED DISPOSITION/GRANT: Subdivisional **development** for commercial purposes including the provision of **services (such as water, power, roads and sewerage)** and sale of lots.

REASON WHY THE **LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:** All available commercial **land** has been purchased and developed. The subject land has been identified as being suitable for expansion of the commercial sector within the Karratha Town Centre.

DATE FROM WHICH LAND **IS** LIKELY TO BE REQUIRED: 1 January 2001

DOLA FILE: 00972-I 995-01 RO DOLAREF: 951801

**PARCEL OF LAND NO 2:**

**LAND DESCRIPTION:** Whole Point Samson Lot 263 on Land Administration Plan 20141 being unallocated Crown land. Volume 3114 Folio 205 Area: 7757 square metres

PLAN/DIAGRAM: Land Administration Plan 20141

LAND SITUATED IN: Shire of Roebourne

NATURE OF INTERESTS TO BE TAKEN: All registered and unregistered interests (including any native title rights and interests) in the land under the heading "LAND DESCRIPTION" other than interests of the Crown.

PURPOSE OF PROPOSED GRANT FOR WHICH THE LAND IS PROPOSED TO BE DESIGNATED:


Inclusion into Reserve 39027 "Harbour Purposes" to facilitate development for industrial purposes associated with the harbour.

PROPOSED DISPOSITION/GRANT: Inclusion of Point Samson Lot 283 into Reserve 39027.

REASON WHY THE **LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:** The land adjoins existing Reserve **39027**. The amalgamation will facilitate the development of the area for industrial purposes associated with the harbour.

DATE FROM WHICH LAND **IS** LIKELY TO BE REQUIRED: 1 January 2001

DOLA FILE: 02804-1982-01RO DOLA REF: 983936

  
Douglas James Shave MLA  
MINISTER FOR LANDS

**PARCEL OF LAND NO 3:**

**LAND DESCRIPTION:** Whole Onslow Lot 974 on Land Administration Diagram 94493 being unallocated Crown land. Volume 3033 Folio 614 Area: 4723 square metres

**PLAN/DIAGRAM:** Land Administration Diagram 94493

**LAND SITUATED IN:** Shire of Ashburton

**NATURE OF INTERESTS TO BE TAKEN:** All registered and unregistered interests (including any native title rights and interests) in the land under the heading "LAND DESCRIPTION" other than interests of the Crown.

**PURPOSE OF PROPOSED GRANT FOR WHICH THE LAND IS PROPOSED TO BE DESIGNATED:** Sale of land

**PROPOSED DISPOSITION/GRANT:** Sale to Mr L C Fogarty for inclusion into portion Onslow Lot 385.

**REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:** This land is required to provide the registered proprietors of portion Onslow Lot 385 with suitable access.

**DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED:** December 2000

**DOLA FILE 02737-1 994-01 RO DOLA REF: 942015**

**PARCEL OF LAND NO 4:**

**LAND DESCRIPTION:** 1. Whole Exmouth Lot 1029 on Land Administration Diagram 88376, being unallocated Crown land. Volume 3010 Folio 183 Area: 84 square metres; 2. Whole Exmouth Lot 1440 on Land Administration Diagram 94617, being unallocated Crown land. Volume 3115 Folio 719 Area: 332 square metres

**PLAN/DIAGRAM:** Land Administration Diagram 94617, Land Administration Diagram 88376

**LAND SITUATED IN:** Shire of Exmouth

**NATURE OF INTERESTS TO BE TAKEN:** All registered and unregistered interests (including any native title rights and interests) in the land under the heading "LAND DESCRIPTION" other than interests of the Crown.

**PURPOSE OF PROPOSED GRANT FOR WHICH THE LAND IS PROPOSED TO BE DESIGNATED:** Residential.

**PROPOSED DISPOSITION/GRANT:** Sale to Leonie, Martin and Murray Horak for amalgamation into adjoining Exmouth Lot 1009.

**REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:** The owners of Exmouth Lot 1009 wish to extend their existing lot.

**DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED:** 1 January 2001

**DOLA FILE: 02666-1987-01 RO DOLA REF: 991082**

**PARCEL OF LAND NO 5:**

**LAND DESCRIPTION:** Part Wickham Lot 97 on Land Administration Plan 11961 shown as Wickham Lot 766 on Land Administration Statutory Services Diagram 94671 being unallocated Crown land. Volume 3076 Folio 565 Area: 4571 square metres

**PLAN/DIAGRAM:** Statutory Services Diagram 94671

**LANDSITUATED IN:** Shire of Roebourne

**NATURE OF INTERESTS TO BE TAKEN:** All registered and unregistered interests (including any native title rights and interests) in the land under the heading "LAND DESCRIPTION" other than interests of the Crown.


**PURPOSE OF PROPOSED GRANT FOR WHICH THE LAND IS PROPOSED TO BE DESIGNATED:** Sale of lots

**PROPOSED DISPOSITION/GRANT:** Sale to K Goodin for amalgamation with Wickham Lot 760.

**REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:** To extend the storage area of the existing earthmoving business.

**DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED:** 1 January 2001

**DOLA FILE 00484-1993-01 RO DOLA REF: 964728**



Douglas James Shave MLA  
MINISTER FOR LANDS



**PARCEL OF LAND NO 6:**

**LAND DESCRIPTION:** Whole Port Hedland Lot 6069 on Land Administration Miscellaneous Diagram 94339, being unallocated Crown land. Volume 3114 Folio 779 Area: 88.8888 hectares

**PLAN/DIAGRAM:** Land Administration Miscellaneous Diagram 94330

**LAND SITUATED IN:** Town of Port Hedland

**NATURE OF INTERESTS TO BE TAKEN:** All registered and unregistered interests (including any native title rights and interests) in the land under the heading "Land Description" other than interests of the Crown.

**PURPOSE OF PROPOSED GRANT FOR WHICH THE LAND IS PROPOSED TO BE DESIGNATED:** Light Industrial.

**PROPOSED DISPOSITION/GRANT:** Subdivisional development including the provision of services (such as power, water, roads, sewerage) and sale of land for light industrial purposes.

**REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:** The current increased activity in industrial/resource development has revealed a severe shortage of industrial lots available.

**DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED:** 1 January 2001

**DOLA FILE:** 00545-1980-02RO **DOLA REF:** 993763

**PARCEL OF LAND NO 7:**

**LAND DESCRIPTION:** Whole Port Hedland Lot 6041 on Land Administration Diagram 94207 being unallocated Crown land. Volume 3113 Folio 392 Area: 1.8917 hectares

**PLAN/DIAGRAM:** Land Administration Diagram 94207

**LAND SITUATED IN:** Town of Port Hedland

**NATURE OF INTERESTS TO BE TAKEN:** All registered and unregistered interests (including any native title rights and interests) in the land under the heading "LAND DESCRIPTION" other than interests of the Crown.

**PURPOSE OF PROPOSED GRANT FOR WHICH THE LAND IS PROPOSED TO BE DESIGNATED:** Residential

**PROPOSED DISPOSITION/GRANT:** Sale to the Ministry of Housing for future development

**REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:** The subject land forms a significant portion of the South Hedland Enhancement Scheme.

**DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED:** 1 January 2001

**DOLA FILE:** 00728-1975-04RO **DOLA REF:** 980445

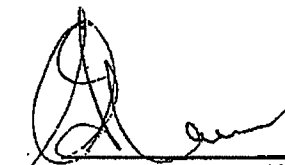
**FOR ALL PARCELS OF LAND:**

**PLAN OF LAND TO BE TAKEN MAY BE INSPECTED AT:** DOLA, Midland Square, Midland, 6056.

**FOR FURTHER INFORMATION CONTACT:** Dave. Foster, Assistant Project Officer, Native Title Unit, DOLA, PO Box 2222, Midland or by telephone (08) 9273 7459.

**OBJECTIONS IN WRITING MAY BE LODGED:** Persons having or claiming any interests in any parcel of land specified above may, under Section 175 of the LAA, lodge an objection in writing to the proposed taking with the Department of Land Administration (DOLA), PO Box 2222, Midland or 1 Midland Square, Midland no later than **11 December 2000**.

**Native title parties:** Any registered native title claimant or registered native title body corporate may object in accordance with Section 24MD(6B)(d) of the NTA to the doing of the act, within 2 months after the notification, so far as it affects their registered native title rights and interests. The 2 month period closes on **11 December 2000**. Under Section 175 of the LAA, an objection in writing is to be lodged with the Department of Land Administration (DOLA), PO Box 2222, Midland or 1 Midland Square, Midland.



**Douglas James Shave MLA**  
**MINISTER FOR LANDS**

**MINISTER'S CONSENT TO TRANSACTIONS AFFECTING AND IMPROVEMENTS TO THE LAND:** A person may not enter into a transaction in relation to the above land without obtaining the prior consent in writing of the Minister for Lands, except as provided in Section 172(7) of the LAA. Any transaction entered into without prior consent is void in accordance with Section 172(3) of the LAA. An application for consent must be in accordance with Section 172(5) of the LAA.

Under Section 173 of the LAA, a person must not cause the building or making of any improvement to the land to be commenced or continued except with the approval in writing of the Minister for Lands.

**NATURE OF THE ACT:** In respect of each parcel of land described, is the compulsory acquisition of the interests in the land including any native title rights and interests to grant estates, interests, rights, powers or privileges in, over, or in relation to that land under written law for the purpose specified and ancillary and incidental purposes.

Dated this 3RD day of OCTOBER 2000.

  
Douglas James Shave MLA  
MINISTER FOR LANDS

## SCHEDULE 6 - ADDITIONAL LAND NOTICES



Department of Land Administration  
Government of Western Australia

### Notice of Intention

TO TAKE INTERESTS IN LAND TO CONFIRM INTERESTS UNDER THE NATIVE

LAND ADMINISTRATION ACT 1997 (W.A.) SECTION 170

AND TO COMPULSORILY ACQUIRE NATIVE TITLE RIGHTS AND INTERESTS

NATIVE TITLE ACT 1993 (Cth) SECTION 20

I, **ANNAH JANE GURULINDI MACTIERNAN**, MLA, Minister for Lands, HEREBY GIVE NOTICE in accordance with Section 170 of the Land Administration Act (LAA) 1997 that it is proposed to take those interests in the land described in the Schedule for the purposes specified.

AND for and on behalf of the State of Western Australia HEREBY GIVE NOTICE in accordance with Section 20 of the Native Title Act 1993 (as amended) (NTA), that any native title rights and interests in the land described in the Schedule are to be compulsorily acquired for the purposes specified.

It is proposed to grant the estates, interests and rights specified in the Schedule in respect of the land described in the Schedule as authorised by Order(s) issued under Section 185 of the LAA.

#### SCHEDULE

##### PANEL OF LAND:

**LAND DESCRIPTION:** The land shown green on Deposition Plan 30620, comprising: 1. Part De Will Location 804 on Deposition Plan 30620, being unallocated Crown land, Volume 30620 Folio 418. Area: about 15.44 hectares (made up of areas 8.44 and 7 hectares); 2. Part De Will Location 377 on Land Administration Diagram 94067, being unallocated Crown land, Volume 3112 Folio 21. Area: about 2.2 hectares; 3. De Will Location 308 on Land Administration Diagram 94276, being unallocated Crown land, Volume 30620 Folio 250. Area: 13.9220 hectares.

The land is situated on the Pump Peninsula north of the Haddon Cove Road.

**PLAN/DIAGRAM:** Deposition Plan 30620.

**LAND SITUATED IN:** Shire of Roebourne

**NATURE OF INTERESTS TO BE TAKEN:** All registered and unregistered interests (including any native title rights and interests) in the land under the heading "LAND DESCRIPTION" other than interests of the Crown.

**PURPOSE OF PROPOSED GRANT FOR WHICH THE LAND IS PROPOSED TO BE DESIGNATED:** Development for industrial and associated and ancillary purposes.

**PROPOSED DISPOSITION/GRANT:** The land will be sold and transferred in fee simple to the Western Australian Land Authority (LandCorp) or other authorised State entity for further disposition to Matheson Australia Pty Ltd for industrial purposes.

**REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:** The State has over a number of years investigated the suitability of land for industrial development and this included the completion of a number of studies to identify suitable areas. The land the subject of this notice is required to be added to that industrial development, which is the subject of a provision in the notice of intention dated 14 January 2000.

**DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED:** 21 July 2002

**DOLA FILE:** 01810-2001-0180 DOLA REF: 020448

**PLAN OF LAND TO BE TAKEN MAY BE INSPECTED AT:** DOLA, Midland Square, Midland, 8055.

**FOR FURTHER INFORMATION CONTACT:** George Quinn, Native Title Unit, DOLA, PO Box 2222, Midland or by telephoning (08) 9473 7088.

**OBJECTIONS IN WRITING MAY BE LODGED:** Persons having or claiming any interests in any parcel of land specified above may, under Section 176 of the LAA, lodge an objection in writing to the proposed taking with the Department of Land Administration (DOLA), PO Box 2222, Midland or Midland Square, Midland by 17 July 2002.

**MINISTER'S CONSENT TO TRANSACTIONS AFFECTING, AND IMPROVEMENTS TO, THE LAND:** A person may not enter into a transaction in relation to the above land without obtaining the prior consent in writing of the Minister for Lands, except as provided in Section 172(2) of the LAA. Any transaction entered into without prior consent is void in accordance with Section 172(3) of the LAA. An application for consent must be in accordance with Section 172(2) of the LAA.

Under Section 173 of the LAA, a person must not cause the building or making of any improvement on the land to be commenced or continued except with the approval in writing of the Minister for Lands.

**NATURE OF THE ACT:** In respect of the land described in the Schedule, is the compulsory acquisition of the interests in the land (including any native title rights and interests) to grant estates, interests, rights, powers or privileges in, over, or in relation to that land under written law for the purposes specified and ancillary and incidental purposes.

**NOTIFICATION DATE:** The notification day is 17 April 2002.

**NATIVE TITLE PARTIES:** Under Section 30 of the NTA, persons have until 3 months after the notification day to take certain steps to become native title parties in relation to the notice. The 3 month period closes on 17 July 2002. Any person who is or becomes a native title party is entitled to the negotiation and procedural rights provided in Part 2 Division 3 Subdivision P of the NTA. Enquiries regarding becoming a native title party should be directed to the National Native Title Tribunal, 1 Victoria Avenue Perth or GPO Box 8870 Perth WA 6001 telephone (08) 9261 7272.

Dated this 27th Day of March in the year 2002

ANNAH MACTIERNAN, MLA

MINISTER FOR LANDS



## Notice of Intention

TO TAKE INTERESTS IN LAND TO CONFER INTERESTS UNDER WRITTEN LAW  
LAND ADMINISTRATION ACT 1987 (LAA) SECTION 170  
AND TO COMPULSORILY ACQUIRE NATIVE TITLE RIGHTS AND INTERESTS  
NATIVE TITLE ACT 1993 (NTA) SECTION 20

I Alannah Jean Macdennan, MLA, Minister for Lands, HEREBY GIVE NOTICE in accordance with Section 170 of the Land Administration Act (LAA) 1987 that it is proposed to take those interests in the land described in the Schedule for the purposes specified.

AND for and on behalf of the State of Western Australia HEREBY GIVE NOTICE in accordance with Section 20 of the Native Title Act 1993 (as amended) (NTA), that any native title rights and interests in the land described in the Schedule are to be compulsorily acquired for the purposes specified.

It is proposed to grant the interests, benefits and rights specified in the Schedule in respect of the land described in the Schedule as authorised by Order(s) issued under Section 106 of the LAA.

### SCHEDULE

#### PARCEL OF LAND:

**LAND DESCRIPTION:** The land shown green on Deposited Plan 31131, comprising: 1, Port On Will Location 884 on Deposited Plan 28526, being unlocated Crown land Volume 3125 Folio 412. Area: about 23.85 hectares; 2, Port On Will Location 377 on Land Administration Diagram 84087, being unlocated Crown land. Volume 3112 Folio 21. Area: about 2.2 hectares.

The land is situated on the Dunup Peninsula north of the Pearson (Cove) Road.

**PLAN/DIAGRAM:** Deposited Plan 31131.

**LAND SITUATED IN:** Shire of Scarborough

**NATURE OF INTERESTS TO BE TAKEN:** All registered and unregistered interests (including any native title rights and interests) in the land under the heading "LAND DESCRIPTION" other than interests of the Crown.

**PURPOSE OF PROPOSED GRANT FOR WHICH THE LAND IS PROPOSED TO BE DESIGNATED:** Development for industrial and associated and ancillary purposes.

**PROPOSED DISPOSITION/GRANT:** The land will be sold and transferred in fee simple to the Western Australian Land Authority (LandCorp) or other authorised State entity for further disposition for industrial purposes. In particular LandCorp may grant a lease of part of the land to Methanex Australia Pty Ltd in accordance with a Notice of Intention of the same date as this notice.

**REASON WHY THE LAND IS SUITABLE FOR, OR IS NEEDED FOR, THE PROPOSED GRANT:** The State has over a number of years investigated the suitability of land for industrial development and this included the completion of a number of studies to identify suitable areas. The land the subject of this notice is proposed to be added to that industrial development, which is the subject of a previous notice of intention dated 14 January 2002.

**DATE FROM WHICH LAND IS LIKELY TO BE REQUIRED:** 31 July 2002.

**DOI A FILE:** 01870-2001-01RD DOLA REF:02044R

**PLAN OF LAND TO BE TAKEN MAY BE INSPECTED AT:** DOLA, Midland Square, Midland, 8055.

**FOR FURTHER INFORMATION CONTACT:** Systems Group, Native Title Unit, DOLA, PO Box 2222, Midland or by telephoning (08) 9273 7012.

**OBJECTIONS IN WRITING MAY BE LODGED:** Persons having or claiming any interests in any parcel of land specified above may, under Section 175 of the LAA, lodge an objection in writing to the proposed taking with the Department of Land Administration (DOLA), PO Box 2222, Midland on Midland Square, Midland no later than 17 July 2002.

**MINISTER'S CONSENT TO TRANSACTIONS AFFECTING AND IMPROVEMENTS TO, THE LAND:** No person may enter into a transaction in relation to the above land without obtaining the prior consent in writing of the Minister for Lands, except as provided in Section 172(7) of the LAA. Any transaction entered into without prior consent is void in accordance with Section 172(3) of the LAA. An application for consent must be in accordance with Section 172(b) of the LAA.

Under Section 173 of the LAA, a person must not cause the building or making of any improvement in the land to be commenced or continued except with the approval in writing of the Minister for Lands.

**NATURE OF THE ACT:** In respect of the land described in the Schedule, the compulsory acquisition of the interests in the land including any native title rights and interests to grant estates, interests, rights, powers or privileges in, over, or in relation to that land under written law for the purposes specified and ancillary and incidental purposes.

**NOTIFICATION DAY:** The notification day is 17 April 2002.

**NATIVE TITLE PARTIES:** Under Section 30 of the NTA, persons have until 3 months after the notification day to take certain steps to become native title parties in relation to the notice. The 3-month period closes on 17 July 2002. Any person who is or becomes a native title party is entitled to the negotiation and procedural rights provided in Part 2 Division 3 Subdivision P of the NTA. Enquiries regarding becoming a native title party should be directed to the National Native Title Tribunal, 1 Victoria Avenue Perth or GPO Box 9973 Perth WA 6001 (telephone (08) 9238 7272).

Dated this 27th Day of March in the year 2002

ALANNAH MACDENNAN, MLA  
MINISTER FOR LANDS

**SCHEDULE 7**  
**EMPLOYMENT STRATEGY**

Without limiting a Proponent's entitlement to put in place special measures for persons of a particular race as permitted under applicable law, the Proponent's Employment Strategy must be in accordance with the following objectives:

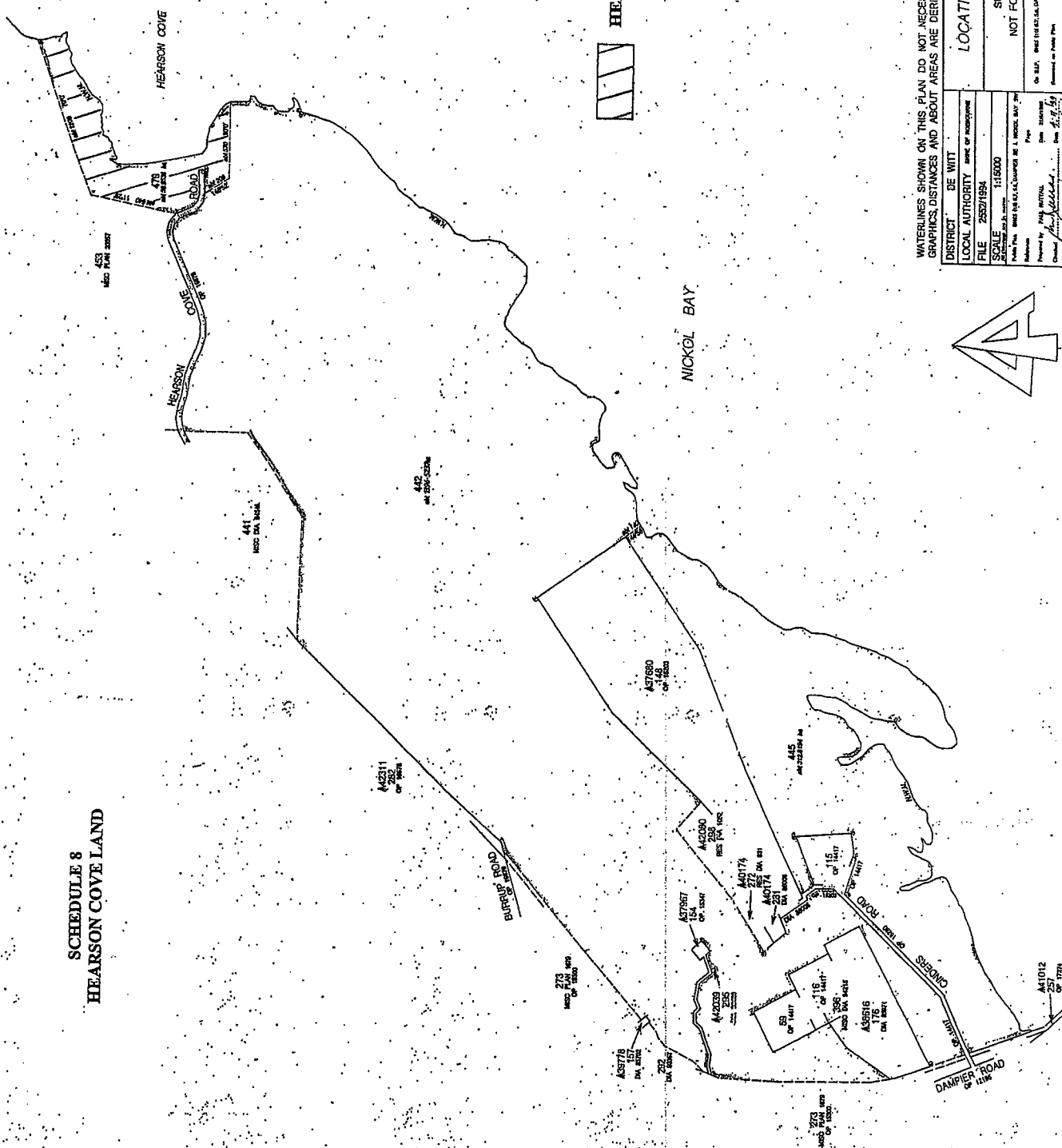
- (a) promotion of workplace culture that provides a workplace free of discrimination, harassment and abuse;
- (b) provision of equal access to employment opportunities within the workplace to all employees;
- (c) treatment of all employees fairly and with respect;
- (d) facilitation of the employment and promotion of Available Persons;
- (e) provision of opportunities for employment based training for Available Persons; and
- (f) ensuring that the Proponent's employment practices are flexible to reasonably accommodate the changing needs of employees and recognising and respecting the different background beliefs and experiences of all employees.

**SCHEDULE 8**  
**HEARSON COVE LAND**

**See following**

AMENDMENTS
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FORMER TENURE : P2N  
CLOSED ROAD  
ON PLANS / DIAGRAMS  
MISC PLAN 253  
OF 18350



WATERLINES SHOWN ON THIS PLAN DO NOT NECESSARILY DEPICT AN EXACT CADASTRAL BOUNDARY. GRAPHICS, DISTANCES AND ABOUT AREAS ARE DERIVED FROM DOLA'S SPATIAL CADASTRAL DATA BASE.

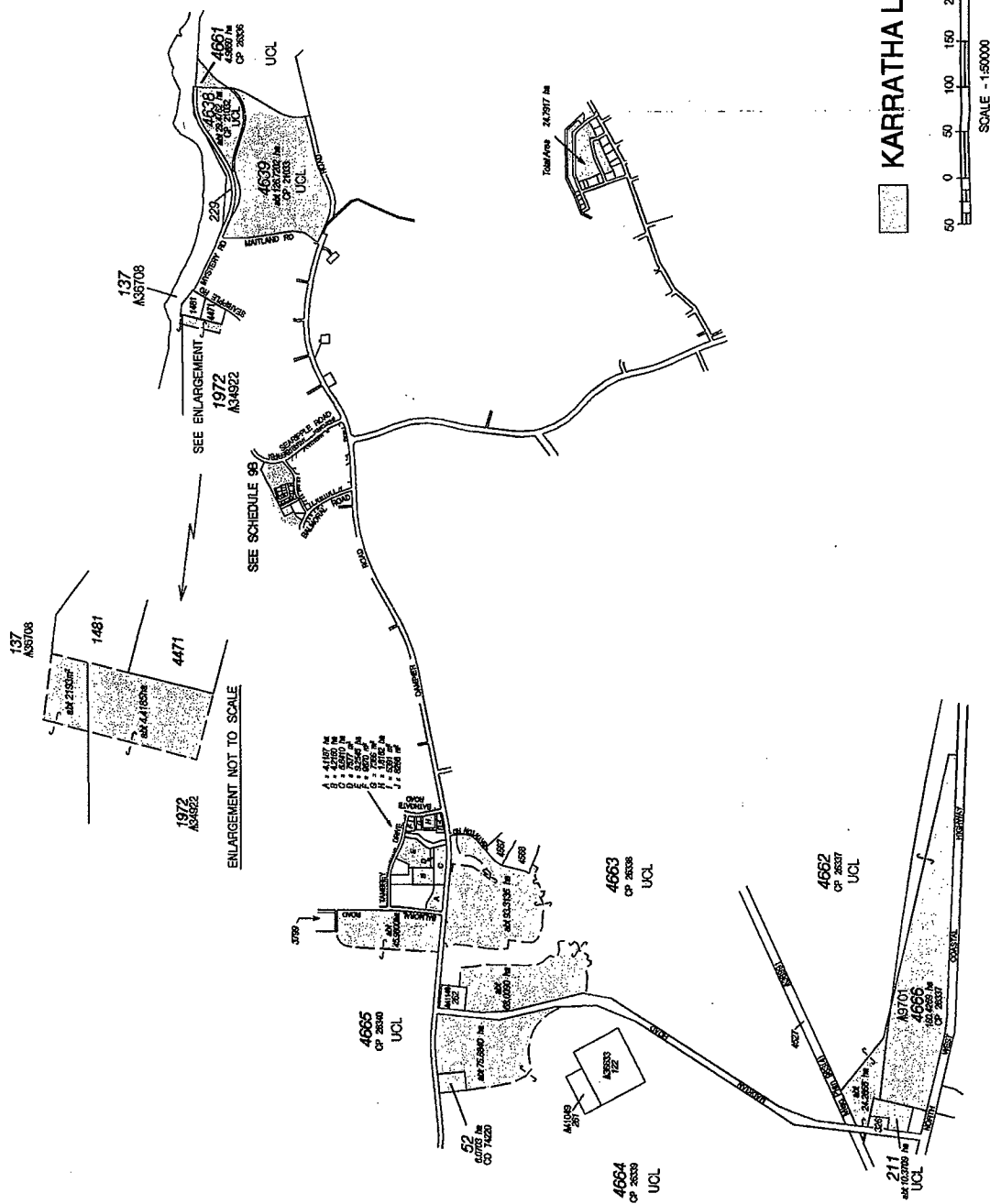
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**SCHEDULE 9  
KARRATHA LAND**

**See following**



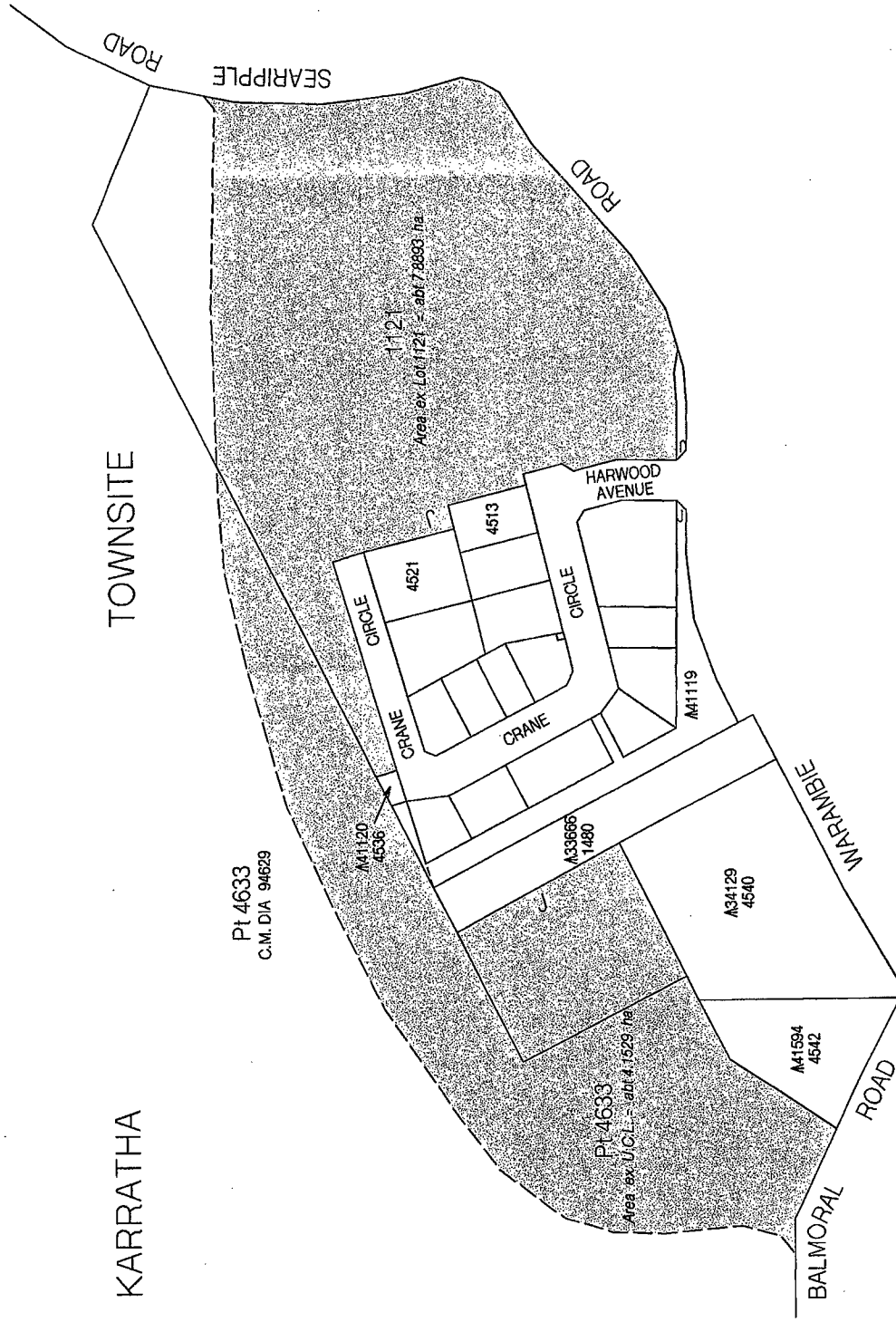
# SCHEDULE 9A KARRATHA LAND



# SCHEDULE 9B KARRATHA LAND

KARRATHA

TOWNSITE



KARRATHA LAND



REFER TO SCHEDULE 9A FOR LOCATION

**SCHEDULE 10  
LEASE**

**See following**

DESCRIPTION OF LAND (Note 1)

## EXTENT

VOLUME

FOLIO 11

Conditions as set out in Transfer. [Other encumbrances as referred to in Section 3.1 Agreement]

## Fee Simple

LESSEE (Note 4)

STATE OF WESTERN AUSTRALIA

**TERM OF LEASE (Note 5)**

Ninety-nine (99) years together with an option to renew for a further ninety-nine (99) years

Commencing from the

day of

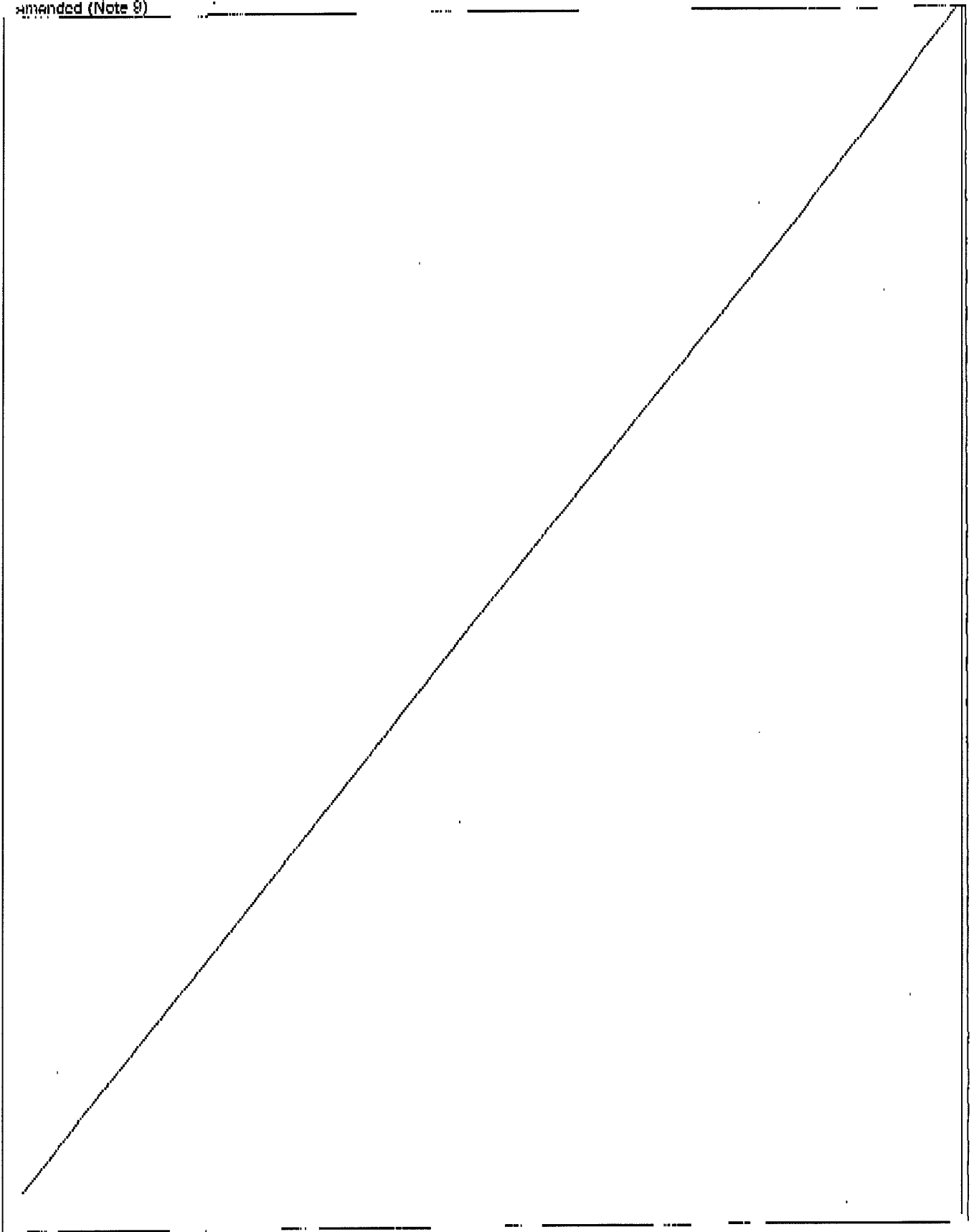
Year

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

for the above term for the clear total rental of (Note 7) one peppercorn payable (Note 8) on demand

subject to the covenants and powers implied under the Transfer of Land Act 1893 as amended (unless hereby negated or modified) and also to the covenants and conditions contained herein.

The following covenants by the lessee are to be construed according to section ninety-four of the Transfer of Land Act 1893 as amended (Note 9)



## ATTESTATION SHEET

Dated this \_\_\_\_\_ day of \_\_\_\_\_ Year \_\_\_\_\_

LESSOR/S SIGN HERE (Note 10)

The COMMON SEAL of \_\_\_\_\_ )  
 was hereunto affixed in the presence of \_\_\_\_\_ )

\_\_\_\_\_  
 Director

\_\_\_\_\_  
 Director (print)

\_\_\_\_\_  
 Director/Secretary

\_\_\_\_\_  
 Director/Secretary (print)

LESSEE/S SIGN HERE (Note 10)

WITNESS Whereof We have caused Our Trusty and well beloved HIS EXCELLENCY the Lieutenant General John Murray  
 Anderson, Companion of the Order of Australia, Governor of the State of Western Australia to affix to these Presents the Public  
 Seal of the said State.

Sealed this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and two

\_\_\_\_\_  
 GOVERNOR

\_\_\_\_\_  
 MINISTER FOR LANDS

### 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 page ..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The word rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.
4. Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party the arrangements must be made for its production.

### NOTES

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch.  
The Volume and Folio number to be stated.

#### **ENCUMBRANCES**

To be identified by nature and number, if none show NIL.

#### **LESSOR**

State full name of the Lessor/Lessors (**REGISTERED PROPRIETOR**) as shown in **certificate** of title and the address/addresses to which future notices can be sent.

#### **LESSEE**

State full name of the Lessee/Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy eg Joint Tenants, Tenants in Common. If Tenants in Common specify shares.

#### **TERM OF LEASE**

Must exceed 3 years.

Term to be stated in years, months and days or as the case may be. Commencement date to be stated.

Options to renew to be shown.

#### **RECITE ANY EASEMENTS TO BE CREATED**

Here set forth any 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".

State amount in words.

State term of payment.

Insert any Covenants required.

#### **1. LESSOR/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.

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

4. \_\_\_\_\_

5. \_\_\_\_\_ Receiving Clerk

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

EXAMINED

**THE LESSOR HEREBY LEASES TO THE LESSEE** the Land subject to the Encumbrances for the Term for the clear total rental of one peppercorn payable on demand, and otherwise on and subject to the terms covenants and conditions contained in this Lease and for that purpose the Lessor and the Lessee **COVENANT AND AGREE** as follows:

## **1. DEFINITIONS AND INTERPRETATIONS**

### **1.1 Definitions**

In this Lease, unless the context requires otherwise:

**Authority** means Federal, State or local government, government department, instrumentality or authority, statutory body or agency, Court, tribunal, official acting under any written law, or other public body or authority of any kind.

**Covenants** means the Deed of Covenant and any other restrictive or positive covenants registered on the certificate of title to the Land from time to time that are consented to by the Lessee.

**Deed of Covenant** means the Deed of Covenant between the Lessor as registered proprietor of the Land and the Minister for Lands dated on or about the date of this Lease and which is to be registered on the certificate of title to the Land before the registration of this Lease.

**Encumbrance** means the encumbrances shown in the encumbrances panel on the front page to this Lease.

**Further Term** means the period of ninety-nine (99) years commencing immediately after the expiry of the initial Term of ninety-nine (99) years.

**Improvements** means all buildings erections and improvements from time to time erected, constructed or placed on the Land.

**Land** means the land as described on the front page of this Lease, together with all Improvements.

**Lessee** means the State described as such in the lessee panel on the front page of this Lease, and its successors in title and permitted assigns.

**Lessor** means the person described as such in the lessor panel on the front page of this Lease, and the registered proprietor of the Land from time to time.

**Management Agreement** means the management agreement entered into or established under the *Conservation and Land Management Act 1984* (WA) or any other applicable written law, that applies to the management and use of the Land, as amended, varied or substituted from time to time.

**Management Plan** means the management plan set out in Schedule 1 to this Lease.

**Permitted Use** means any or all of the purposes referred to in clause 3.1.



**State** means the Crown in the right of the State of Western Australia.

**Term** means the term shown on the front page of this Lease and, when the context so requires, includes any period of holdingover, the Further Term, and any other additional renewed or extended term.

**TLA** means the *Transfer of Land Act 1893* (WA).

**written law** has the same meaning as in the *Interpretation Act 1984* (WA).

## **1.2 Interpretation**

In this Lease, unless the context requires otherwise:

- (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 or this Lease include the front page and other parts on the form necessary for registration of this Lease under the TLA and any schedule or annexure;
- (b) a reference to this or any other document includes any variation or replacement of either of them;
- (c) a reference to a written law includes consolidations, amendments, re-enactments or replacements of that written law;
- (d) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (e) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (g) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (h) a reference to a person which has ceased to exist or has reconstituted, amalgamated, reconstructed or merged or the functions of which have become exercisable by another person, is a reference to the person established or constituted in its place or by which its functions have become exercisable;
- (i) a reference to a thing includes a reference to the whole or any part of that thing;
- (j) if a word or phrase is defined, cognate words and phrases have a corresponding meaning;
- (k) headings (except in a schedule) are for convenience only and do not affect

the interpretation of this document;

- (l) where a period of time is to be reckoned from a day or act or event, that or the day of that act or event, is excluded;
- (m) a month means a calendar month;
- (n) including is deemed to be followed by the words, but not limited to; and
- (o) party means a party to this Lease.

## **2. RENT AND OTHER PAYMENTS**

### **2.1 Rent**

The clear total rent payable for the grant of this Lease is one peppercorn, which is payable on demand.

### **2.2 Other Payments**

The Lessee is not liable to make any other payments under this Lease or in respect of its use and occupation of the Land under this Lease whatsoever, except as provided elsewhere in this Lease (including clauses 2.3 and 7.2).

### **2.3 GST**

- (a) In this clause 2.3 the following terms have the following meanings:

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any legislation substituted for or amending that Act.

the terms **GST**, **GST law**, **Tax Invoice** and **Taxable Supply** have the respective meanings given to each of those terms in section 195-1 of the GST Act.

- (b) Any amounts payable by the Lessee to the Lessor, under this Lease, are exclusive of GST.
- (c) The Lessee must pay additionalto any amounts payable by the Lessee under this Lease, any GST payable by the Lessor in respect of a Taxable Supply made under this Lease, subject to and within thirty (30) days of the provision by the Lessor to the Lessee of a Tax Invoice in the format and form required as set out in the GST law.
- (d) If the Lessor is entitled to any refund or credit for GST paid in respect of a Taxable Supply made under this Lease, and the Lessee paid that GST to the Lessor in the first instance, the Lessor shall pay forthwith to the Lessee an amount equivalent to the GST so refunded or credited.

## **3. USE OF LAND**

### **3.1 Permitted Use**

Subject to clause 3.3, the Lessee may occupy and use the Land for any lawful purpose (including for recreational purposes) that is not inconsistent with the Covenants and the Management Plan, and any other purpose that is incidental, ancillary or beneficial to that purpose.

### **3.2 Improvements**

- (a) The Lessee may construct, erect, demolish, reconstruct, improve or alter Improvements on the Land for or relating to a Permitted Use.
- (b) The Lessee will keep any Improvements on the Land from time to time, in a good and safe state of repair and condition.

### **3.3 No Dedication to Public Use**

The Lessee must take all steps necessary (including closing off the Land or any part of it to the general public at least once a year or by any other means) to ensure that the Land, or any part of it, is not dedicated to the public use at common law, under any written law or in any other manner whatsoever.

### **3.4 Covenants**

In exercising its rights under this Lease, the Lessee must comply with and not breach the Covenants.

## **4. MANAGEMENT AGREEMENT AND MANAGEMENT PLAN**

### **4.1 Rights under Lease**

- (a) The rights and powers of the Lessor and the Lessee under this Lease must be exercised in accordance with the Management Agreement and Management Plan.
- (b) All rights, powers, covenants, obligations and liabilities under this Lease continue even if there is no Management Agreement, Management Plan or both.
- (c) For the avoidance of any doubt, the Management Plan shall still apply, notwithstanding that there may be no Management Agreement.

### **4.2 Amendment of Management Plan**

- (a) The parties agree that the Management Plan may be amended from time to time in accordance with the terms of the Management Agreement, or if there is no Management Agreement then by agreement between the parties.
- (b) If the Management Plan is amended in accordance with the terms of the Management Agreement, or by agreement between the parties in a case where there is no Management Agreement, then the parties agree that:

- (i) the parties will execute a deed of variation to this Lease, which deed will provide that:
  - (A) the term of this Lease is extended by one day;
  - (B) the amended Management Plan in the schedule to the deed of variation shall replace the Management Plan in Schedule 1 to this Lease; and
  - (C) the deed of variation shall be registered against the certificate of title for the Land under the TLA; and
- (iii) the parties must do all things reasonably necessary to execute the deed of variation and to give effect to all things contemplated under it.
- (c) For the purposes of this clause 4.2, the Lessor irrevocably appoints, jointly and severally, the Lessee and each person authorised by the Governor of the State from time to time, to be the Lessor's duly appointed agent and attorney to prepare and execute all documents and do all things necessary to give effect to clause 4.2(b) and agrees to ratify and confirm and hereby ratifies and confirms anything done pursuant to this appointment.

## **5. ASSIGNMENT AND SUBLETTING**

### **5.1 Not without Consent**

The Lessee may not assign any of its right, title or interest in the Lease or the Land and may not sublet or part with possession of or the right to possess the whole or any part of the Land, without the Lessor's consent. The Lessor's consent may be given, withheld or given subject to such conditions as the Lessor thinks fit, in the Lessor's absolute discretion.

## **6. APPOINTMENT OF LESSEE'S REPRESENTATIVE**

### **6.1 Application**

This clause 6 only applies while the State is the Lessee.

### **6.2 Governor may Appoint**

- (a) The Governor of the State may, from time to time, nominate, cancel a nomination and make a further nomination of a department of the Government of the State (**Department**) or any other appropriate State Authority (**State Authority**) to be responsible for the administration of this Lease on behalf of the Lessee.
- (b) The Lessor is entitled to rely on all acts matters and things bona fide done by any officer of or in the name of the Department or State Authority so nominated, in relation to the administration of this Lease, until the Lessor is

notified that the nomination has been cancelled. This paragraph (b) includes notification by the Department or State Authority of its nomination or cancellation of its nomination.

- (c) This Lease may only be varied or extended by a document executed under the Public Seal of the State, and not by any authority given under this clause 6.2.

## **7. INDEMNITY**

### **7.1 Assumption of Responsibility**

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 Land as though the Lessee were the holder of an estate in fee simple absolute of the Land.

### **7.2 Lessee's Indemnity**

- (a) For the purposes of this clause 7.2, the term Lessor includes any director, officer, member and the agents, servants, employees, contractors, licensees and invitees of the Lessor.
- (b) The Lessee must indemnify and keep indemnified the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be brought, maintained or made against the Lessor:
  - (i) in respect of any loss, injury or damage of or to any kind of property (including the Land and the property of third parties); and
  - (ii) in respect of any death of or injury or illness sustained by any person,

that is directly or indirectly during the Term caused by, arising out of, or in connection with:

- (A) the use or occupation of the Land by the Lessee or any person;
- (B) any work carried out by or on behalf of the Lessee under this Lease;
- (C) the Lessee's activities, operations or other use of the Land of any kind under this Lease;
- (D) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants, obligations or liabilities under this Lease; or
- (E) any negligent or other tortious act or omission of the

Lessee or any of its officers, agents, servants, employees, contractors, licensees and invitees.

- (c) The obligations of the Lessee under this clause 7.2 continue after the expiration of the Term in respect of any act, deed, matter or thing occurring before the expiration of the Term.
- (d) The Lessee's liability to indemnify the Lessor under this clause 7.2 does not arise or apply to the extent that the loss, injury, damage of or to property or death of or injury or illness of any person is caused or contributed to by the negligent or other tortious act or omission of the Lessor.

## **8. TRANSFER OF LAND ACT**

### **8.1 Registration**

This Lease shall be registered under the TLA on the certificate of title to the Land, and the parties will do all things necessary to give effect to this provision.

### **8.2 Exclusion of Implied Provisions**

Such of the implied covenants and powers as might otherwise be implied in this Lease by the TLA do not apply to this Lease and are not implied in this Lease.

## **9. QUIET ENJOYMENT**

### **9.1 Lessee's Right**

Subject to clause 9.2, if the Lessee does not breach the conditions of this Lease, the Lessee may peaceably possess use and occupy the Land during the Term without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming through under or in trust for the Lessor.

### **9.2 Lessor's Right**

- (a) To the extent to which this clause does not derogate from the grant of lease by the Lessor to the Lessee, the Lessor has the right (for itself and its members from time to time) to go onto and use the Land at any time during the Term in accordance with traditional laws and customs acknowledged and observed by the members of the Lessor, in a manner not inconsistent with the Management Plan.
- (b) In the event that clause 9.2(a) derogates from the grant of lease by the Lessor to the Lessee, or is void, voidable by either the Lessor or the Lessee, unenforceable or illegal in accordance with the laws of the State of Western Australia, it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision shall be severed from this Lease without affecting the validity, legality or enforceability of the remaining provisions of this Lease which will continue in full force and effect.

## **10. LESSOR'S COVENANTS**

**10.1 No Right to Terminate**

In consideration of the Lessee accepting the grant of this Lease, the Lessor hereby absolutely and unconditionally waives any right of forfeiture, re-entry or determination of this Lease which but for this clause the Lessor has or may in the future have had under or by virtue of this Lease against the Lessee.

**11. EXPIRY OF LEASE**

**11.1 Notice to Vacate**

Unless the Lessor has given the Lessee a notice to vacate at least 12 months prior to the expiry of the Term, the Lessee shall be entitled to continue in occupation of the Land after the expiry of the Term until the expiry of a period of 12 months after the giving of a notice to vacate by the Lessor, such occupation to be free of rent and upon and subject to the same terms, covenants and conditions as are contained in this Lease or such of them as shall then be applicable.

**11.2 Holding Over**

If the Lessee shall with the express or implied consent of the Lessor continue in occupation of the Land after the expiry of the Term other than pursuant to clause 11.1, or after any period of occupancy pursuant to clause 11.1, the Lessee shall be deemed to be a monthly tenant only free of rent and such tenancy may be determined by one (1) months notice in writing by either party to the other, which may be given at any time, and otherwise shall be subject to the same terms, covenants and conditions as are contained in this Lease or such of them as shall then be applicable.

**11.3 Yielding Up**

At the expiration of the Term, the Lessee must peaceably surrender and yield up the Land to the Lessor in such state of repair and condition as is consistent with the due performance by the Lessee of its obligations under this Lease, and deliver all keys and other similar locking devices to or for any Improvements to the Lessor.

**11.4 Property in Improvements**

At the expiration of the Term, all right title and property in the Improvements vests in the Lessor absolutely without any compensation to the Lessee, and the Lessee shall have no right to remove them from the Land on the expiration of the Term.

**12. OPTION TO RENEW**

**12.1 Further Term**

If:

- (a) at any time in the ten (10) year period prior to the expiry of the initial Term of ninety-nine (99) years of this Lease, the Lessee gives notice to the Lessor that it wishes to extend the Term of this Lease for the Further Term; and

- (b) at the date of giving the notice under paragraph (a), the Lessee is not in breach of a condition of this Lease, where notice of that breach has been given by the Lessor and has not been remedied or waived,

then the Term of this Lease shall be extended for the Further Term on the same terms, covenants and conditions as are contained in this Lease or such of them as shall then be applicable, except for this clause 12.

### **13. OPTION TO PURCHASE**

In this clause 13:

**Option** means the option described in clause 13.1.

**Lessee's Notice** means the notice in clause 13.2(b).

**Lessor's Notice** means the notice in clause 13.2(a).

**Purchase Price** means the market value for the Land, as determined by the Valuer General of Western Australia on or around the time of the Lessee's Notice.

#### **13.1 Grant of Option**

The Lessor, in consideration of ONE DOLLAR (\$1.00) (payment of which is acknowledged by the Lessor by its signature to this Lease), hereby grants to the Lessee an option to purchase all right, title, estate and interest in the Land (including all improvements on the Land) on the terms and conditions set out in this clause 13.

#### **13.2 Condition of Exercise**

- (a) The Lessor must, as soon as possible, give notice to the Lessee that the Lessor desires or intends to sell, assign, transfer, part with possession or otherwise deal with any or all of its rights, title, estate and interests in the Land.
- (b) If the Lessor gives the Lessor's Notice, the Lessee may exercise the Option by giving notice to the Lessor within ninety (90) days after receipt of the Lessor's Notice.
- (c) The Lessee agrees not to exercise the Option except as provided in this clause 13.2.

#### **13.3 Sale and Transfer of Land**

If the Lessee exercises the Option, the Lessor must, in consideration of the Lessee paying to the Lessor the Purchase Price, sell and transfer to the Lessee all right, title estate and interest in the Land (including all improvements on the Land) absolutely free of all encumbrances other than the Covenants and any other encumbrances agreed in writing by the Lessee.



#### **13.4 Settlement**

- (a) Settlement of the sale and transfer of the Land under clause 13.3 shall occur at the place nominated by the Lessee, on or before ninety (90) days after the date of the receipt by the Lessor of the Lessee's Notice.
- (b) At settlement:
  - (i) the Lessee must pay the Purchase Price to the Lessor; and
  - (ii) the Lessor must deliver to the Lessee a duly executed transfer in a form that will allow registration of it under the *Transfer of Land Act 1893* and all such other deeds, instruments and documents as the Lessee reasonably requires to complete and fully effect the transfer and conveyance of the Land to the Lessee in accordance with this clause 13.

#### **13.5 Costs and Stamp Duty**

Each party shall pay its own legal and other costs incurred in respect of any matter under this clause 13, but the Lessee must pay all stamp duty, if any, payable in respect of the sale and transfer of the Land.

#### **13.6 Option Applies**

For the avoidance of any doubt:

- (a) the Lessor's obligation to give the Lessor's Notice; and
- (b) if the Lessor's Notice is given, the Lessee's right to exercise the Option,

arises on each and every occasion that the Lessor desires or intends to sell, assign, transfer, part with possession or otherwise deal with any or all of its rights, title, estate and interests in the Land during the Term.

### **14. NOTICES**

14.1 Notices under this Lease shall be in writing and may be delivered by hand delivery, pre-paid post or facsimile transmission.

14.2 Notice shall be deemed to be received:

- (a) in the case of hand delivery, on delivery to the address of the Party set out below or as otherwise notified from time to time;
- (b) in the case of pre-paid post, three (3) Business Days after posting; and
- (c) in the case of facsimile transmission, upon receipt by the sender of a transmission form indicating successful transmission of the entire facsimile.

14.3 Notices to be given to:

(a) the Lessor shall be addressed to:

Facsimile No:

(b) the Lessee shall be addressed to:

Facsimile No:

**15. GOVERNING LAW**

This Lease is governed by the law in force in the State of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of the Courts of Western Australia and the appeal Courts from those Courts.

**SCHEDULE 11**  
**MANAGEMENT AGREEMENT**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2002

BETWEEN

**THE STATE OF WESTERN AUSTRALIA (State)**

AND

**THE APPROVED BODY CORPORATE (ABC)**

AND

**THE EXECUTIVE DIRECTOR of the DEPARTMENT OF CONSERVATION AND LAND MANAGEMENT (Executive Director)**

## RECITALS

- A. The ABC is the registered proprietor of the Land and lessor of the Land under the Lease.
- B. The State is the lessee of the Land under the Lease.
- C. Under section 16 of the *Conservation and Land Management Act* 1984 (WA), the Executive Director may enter into agreements with the owner, lessee or licensee of any land for the management of that land by the Department of Conservation and Land Management as a State forest, timber reserve, national park, conservation park or a nature reserve or as part of a marine reserve, or for some other public purpose.
- D. The ABC and the State have agreed by the Lease for the Land to be leased by the ABC to the State, and for the Land to be managed jointly by the ABC and the Department of Conservation and Land Management on the terms and conditions contained in this Agreement.
- E. The members of the ABC aspire to assume sole responsibility for management of the Land in the long term for the Executive Director. The State supports and encourages that aspiration through the management capabilities and experience that will be acquired by the ABC under this Agreement.

**THIS AGREEMENT WITNESSES**

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

**In this Agreement unless the contrary intention appears:**

**Agreement** means this Agreement as may be varied or replaced from time to time.

**Authority** means Federal, State or local government, government department, instrumentality or authority, statutory body or agency, Court, tribunal, official acting under any written law, or other public body or authority of any kind.

**Burrup Non-Industrial Land** has the meaning as that term is defined under the Section 31 Agreement.

**Business Day** means any day not being a Saturday, Sunday or public holiday in Western Australia.

**CALM Act** means the *Conservation and Land Management Act 1984* (WA).

**Conservation Commission** has the same meaning as in the CALM Act.

**Contracting Parties** means the persons who are defined as such in the Section 31 Agreement.

**Council members** means the members of the Management Council from time to time.

**Covenants** means the Deed of Covenant and any other restrictive or positive covenants registered on the certificate of title to the Land from time to time that are consented to by the State as lessee of the Land.

**Deed of Covenant** means the Deed of Covenant between the Lessor as registered proprietor of the Land and the Minister for Lands dated on or about the date of this Lease and which is to be registered on the certificate of title to the Land before the registration of this Lease.

**Department** has the same meaning as in the CALM Act.

**Industrial Estate** has the meaning given to that term under the Section 31 Agreement.

**Land** means the Burrup Non-Industrial Land.

**Lease** means the lease of the Land by the ABC as lessor to the State as lessee made on or about the same date as this Agreement.

**local government** has the same meaning as in the *Interpretation Act 1984* (WA).

**Management Council** means the Management Council comprised from time to time under clause 6.

**Management Plan** means the Management Plan current from time to time in respect of the Land under clause 5.

**Minister for Environment and Heritage** means the Minister for the time being responsible for the administration of the *Conservation and Land Management Act 1984* (WA).

**Minister for Indigenous Affairs** means the Minister for the time being responsible for the administration of the *Aboriginal Heritage Act 1972* (WA).

**Party** means a party to this Agreement and **Parties** means all of them.

**Section 31 Agreement** means a deed entitled Burrup and Maitland Industrial Estates Agreement dated [XX] 2002, entered into by the State of Western Australia, the Contracting Parties and others, which has been adopted by the ABC by deed dated [XX].

**Term** means the term of this Agreement specified in clause 3.1, as may be extended or renewed from time to time, under clause 3.2.

## **1.2 Interpretation**

In this Agreement, unless the contrary intention appears -

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations;
- (d) references to a person include the legal personal representatives, successors and assigns of that person;
- (e) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (f) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the parties;
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include e-mail and facsimile transmissions;
- (h) an obligation of two or more persons binds them jointly and severally;
- (i) an obligation incurred in favour of two or more persons is enforceable by them jointly and severally;
- (j) if a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (k) references to a person or body which has been reconstituted, amalgamated, reconstructed or merged, or which has ceased to exist and the functions of which have become exercisable by any other person or body in its place, are deemed to refer to the person or body as so reconstituted, amalgamated, reconstructed or merged, or the person or body by which its functions have become exercisable;
- (l) references to this Agreement include its recitals, schedules and annexures (if any);
- (m) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
- (n) references to time are to local time in Perth, Western Australia;
- (o) where time is to be reckoned from a day or event, that day or the day of that event is to be excluded;
- (p) references to currency are to Australian currency unless stated otherwise;
- (q) no rule of construction applies to the disadvantage of a party on the basis that that party put forward this Agreement or any part of this Agreement;
- (r) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it, and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually; and
- (s) when the day or last day for doing an act is not a Business Day in the place where that act is to be done, then the day or last day for doing the act will be the next following Business Day in the place where that act is to be done.

## **2. MANAGEMENT OF THE LAND**

- 2.1 The ABC and the State agree with the Executive Director that the Land shall be jointly managed by the Department and the ABC via the Management Council established in accordance with this Agreement, but at all times subject to the Covenants, in accordance with this Agreement and the Management Plan.
- 2.2 Throughout the Term the Parties may, by agreement, add to or subtract from the land the subject of this Agreement, provided that at all times the land the subject of this Agreement includes all Land the subject of the Lease.
- 2.3 Throughout the Term the Parties may, by agreement in writing, revise, amend or vary this Agreement or replace this Agreement with a substitute agreement from time to time.
- 2.4 The State, as lessee of the Land, agrees that the Lease and the right to use and occupy the Land and the other rights granted under it may be relied on by any party to this Agreement if and to the extent necessary to give effect to this Agreement and the

Management Plan.

- 2.5 The State, as lessee of the Land, agrees that the ABC and its members have the right to go on to and use the Land in accordance with traditional laws and customs acknowledged and observed by the members of the Approved Body Corporate, in a manner not inconsistent with the Management Plan.
- 2.6 The State, as lessee of the Land, the ABC and the Executive Director will not do anything under this Agreement that would prevent development and use of the land within the Industrial Estate.

### **3. TERM AND TERMINATION**

- 3.1 The Term of this Agreement is the period of ninety nine years (99) years, commencing on the date of commencement of the Lease.
- 3.2 If the Lease is renewed, this Agreement shall be automatically renewed for a further period of ninety-nine (99) years, commencing immediately after the expiry of the initial Term of ninety-nine (99) years.
- 3.3 Where an area of the Land is removed from the operation of this Agreement, this Agreement shall cease to apply in respect of that area of the Land but shall continue to apply in respect of the whole of the remaining area of the Land.
- 3.4 This Agreement may only be terminated by the agreement in writing of the Parties.
- 3.5 The Parties agree that no breach of the terms of this Agreement will give to any other Party the right to terminate or rescind this Agreement, but that Party may exercise any right or remedy otherwise available to it in respect of such breach.

### **4. MANAGEMENT PRINCIPLES**

- 4.1 The ABC and the Executive Director shall jointly manage the Land via the Management Council established for the public purposes set out in the following objectives:
- (a) the preservation and promotion of the Aboriginal cultural and heritage values of the Land;
  - (b) the preservation and promotion of the natural and environmental values of the Land, including indigenous flora and fauna;
  - (c) the preservation and promotion of the archaeological values of the Land;
  - (d) the provision of recreational facilities and facilitation of recreational activities on the Land, including the regulation of public access to the Land to fulfil so much of the demand for recreation by members of the public as is fitting having regard to the matters set out in clauses 4.1(a), (b), (c) and (e);
  - (e) the use of the Land by the ABC and its members from time to time in accordance with traditional laws and customs acknowledged and observed

by the members of the Approved Body Corporate;

- (f) the use of the Land by the ABC and its members from time to time consistent with the matters set out in clauses 4.1(a) to (e);
- (g) employment and training opportunities for the members of the ABC within the Land;
- (h) commercial opportunities for the ABC within the Land;
- (i) the implementation, monitoring, assessment and audit of the effectiveness of the Management Plan; and
- (j) the provision, construction, repair, maintenance and replacement of buildings and infrastructure on the Land for any of the foregoing purposes.

4.2 In managing the Land, the ABC and the Department will consider the need for any or all of the following:

- (a) provision of fencing;
- (b) creation of vehicular tracks and roads, and walking and cycling trails and pathways;
- (c) provision of firebreaks, fire control and carrying out of prescribed burning;
- (d) erection of signage;
- (e) construction of public conveniences and other public facilities;
- (f) weed and feral animal control; and
- (g) restriction or prohibition of access for protection of culturally significant sites, or for safety, cultural or conservation purposes.

## **5. MANAGEMENT PLAN**

5.1 The Parties will use their best endeavours to ensure a Management Plan is current in respect of the Land at all times during the Term.

5.2 The Management Plan must set out how the Land is to be managed for the period of that Management Plan by the ABC and the Department. Without limiting the foregoing, the Management Plan is to deal with the following matters, having regard to any national and international heritage and environmental agreements which bind the State, treaties which bind the State, all laws and Government policies:

- (a) the matters listed in clause 4.1;
- (b) the term of the Management Plan, which may include provisions relating to the renewal or extension of the term;



- (c) the periodical review of the Management Plan;
  - (d) the identification of management strategies relating to the use and management of the Land;
  - (e) the respective management roles of the ABC and the Department in relation to the Land; and
  - (f) such other matters as the ABC and the Executive Director may agree.
- 5.3 The Management Plan must be prepared in consultation with the community, the relevant local government, the Conservation Commission and any other relevant Authorities in a manner similar to that which applies under the CALM Act in respect of management plans prepared under that Act, as determined by the Management Council.
- 5.4 The Management Plan as prepared, completed, finalised and agreed or determined in accordance with the Section 31 Agreement, is the first Management Plan for the purposes of this Agreement.
- 5.5 The Management Plan must be reviewed in accordance with clause 5.6 by the Parties, with the review being initiated before the expiry of ten (10) years from the commencement date of this Agreement or completion of the last review, as the case requires. Until the revised Management Plan or replacement Management Plan is registered on the certificate of title under clause 4.2 of the Lease, the last current Management Plan shall continue to apply.
- 5.6 The Management Plan will be reviewed, and if necessary a revised or a replacement Management Plan will be prepared, in the following manner:
- (a) the Management Council will determine the manner in which the Management Plan will be reviewed, which must include taking into account the views of the relevant local government, the Conservation Commission and any other relevant Authorities as to the manner of the review (including whether or not a formal review should be undertaken); and
  - (b) if the Management Council determines that a formal review of Management Plan is to be undertaken with a view to a revision or replacement of the current Management Plan (**Review**), it will also determine:
    - (i) the appointment of a person to undertake the Review and the terms of that person's appointment;
    - (ii) the terms of reference of the Review;
    - (iii) the period for completion of the Review;
    - (iv) the procedure for the Parties, the relevant local government, relevant Authorities and the community to make submissions on the Review; and

- (v) the procedure for the Parties and any other persons to comment on a draft of the proposed revised or replacement Management Plan.

5.7 The reviewed, revised or replacement Management Plan must be:

- (a) agreed by the Management Council or determined in accordance with clause 6; and
- (b) registered on the certificate of title to the Land pursuant to the Lease.

## **6. MANAGEMENT COUNCIL**

6.1 The management of the Land under this Agreement will be administered by a Management Council, which will comprise:

- (a) three (3) representatives of the Department nominated from time to time by the Executive Director and advised in writing to the ABC (CALM representatives);
- (b) four (4) representatives of the ABC nominated from time to time by the ABC and advised in writing to the Executive Director (ABC representatives);
- (c) one (1) person appointed from time to time by the Minister for Indigenous Affairs; and
- (d) any other persons agreed to be appointed by the ABC and the Executive Director.

6.2 The Management Council shall conduct its business in the following manner:

- (a) the Council members shall elect a chairman from among their number on each anniversary of the commencement date of this Agreement;
- (b) the quorum for a meeting of the Management Council shall be at least two (2) CALM representatives and two (2) ABC representatives;
- (c) each Council member (including any person not a CALM representative nor an ABC representative) shall have one vote and may vote at a meeting of the Management Council in person or by proxy given in writing to the Chairman or any other Council member who is present in person at the meeting;
- (d) if a motion of the Council is circulated in writing to all Council members and all of them agree in writing to that motion, then that is deemed to be a resolution of the Council duly made on the day that the last Council member indicates his or her agreement in writing;
- (e) if, on a vote on a motion, there is one dissenting vote then the motion is lost, subject to clause 6.4(b);

- (f) the Management Council shall meet regularly at such intervals as it considers necessary, but in any event at least three (3) times per year;
  - (g) the Council members shall be given at least twenty-one (21) days notice in writing of meetings of the Management Council;
  - (h) the Executive Director must convene a meeting of the Management Council within forty-five (45) days after a meeting being called by notice in writing signed by:
    - (i) the Chairman; or
    - (ii) at least three (3) Council members,
 being given to the Executive Director, to consider the business specified in the notice calling the meeting;
  - (i) the Management Council shall adopt such rules and procedures as it considers necessary to enable it to carry out its functions under this Agreement, but subject to the provisions of this Agreement;
  - (j) the Management Council may invite other persons (not being a Council member) to attend at meetings of the Management Council or to advise it on any matter it thinks fit; and
  - (k) the Management Council may appoint committees (comprising Council members and other persons) to investigate, consider, and advise or recommend such matters to the Management Council as it thinks fit.
- 6.3 The Management Council shall make decisions, in accordance with clause 6.2, that are consistent with the provisions of this Agreement and the Management Plan.
- 6.4 If:
- (a) there are less than two (2) ABC representatives present at two (2) consecutive meetings of the Management Council, then clause 6.5 applies;
  - (b) a motion is lost at three (3) consecutive meetings of the Management Council, but at the last meeting the motion was voted in favour by at least two (2) CALM representatives and three (3) ABC representatives, then the motion is deemed to be carried and to be a resolution of the Management Council duly made; and
  - (c) a motion is lost at three (3) consecutive meetings of the Management Council and paragraph (b) does not apply, then clause 6.5 applies.
- 6.5 If clause 6.4(a) or (c) applies then:
- (a) the business which was proposed to be discussed at the meeting for which there were less than two (2) ABC representatives present; or

- (b) the business which was the subject of the motion which has been lost at the three (3) consecutive meetings,

as the case requires (**Undetermined Business**), shall be referred to the Minister for Environment and Heritage, by either the Executive Director or the ABC.

The Minister for Environment and Heritage shall, in consultation with the Minister for Indigenous Affairs, in respect of the Undetermined Business:

- (c) decide as to how the Undetermined Business is to be determined;
- (d) make a determination on the Undetermined Business; or
- (e) a combination of both paragraphs (c) and (d).

A determination of the Undetermined Business by the Minister for the Environment and Heritage shall be final and binding on the Management Council and the Parties.

- 6.6 The Management Council will inspect the accounts relating to the expenditure of funds provided under the Section 31 Agreement and thereafter.
- 6.7 The Department shall provide administrative and secretarial support for the Management Council.
- 6.8 For the period covered by the Section 31 Agreement, fundings support shall be provided by the State, through the Department or any other relevant department, under the Section 31 Agreement, for:
  - (a) the joint management of the Land under this Agreement (including by implementation of the Management Plan);
  - (b) the provision of resources, including suitably qualified Departmental staff and trainees;
  - (c) the provision of the Burrup Non-Industrial Land Buildings and Burrup Non-Industrial Land Infrastructure, as those terms are defined in the Section 31 Agreement;
  - (d) the administration and operation of the Management Council; and
  - (e) the costs of Council members attending meetings of the Management Council and meeting attendance fees for the Council members as determined by the Minister for Environment and Heritage.

The Parties will review the administrative and funding arrangements at five (5) yearly intervals or at such other times agreed by the Parties.

- 6.9 If the first Management Plan has not been completed, finalised and agreed or determined in accordance with the Section 31 Agreement before the commencement of this Agreement, the Management Council will manage the Land in accordance with the other applicable provisions of this Agreement (including clause 4.1) and any

interim management guidelines determined by the Management Council.

## **7. INDEMNITY**

- 7.1 The State agrees to indemnify and keep indemnified the ABC against all proceedings actions suits claims demands costs and losses (**Losses**) suffered or incurred by the ABC to the extent such Losses are incurred by the ABC or any of its employees, agents or contractors, as a result of the negligent or other tortious act or omission of the State, the Executive Director or any of either of their officers, employees, agents, or contractors in the purported exercise of its or their rights or obligations under this Management Agreement or the Management Plan.
- 7.2 The ABC agrees to indemnify and keep indemnified the State and the Executive Director against all proceedings actions suits claims demands costs and losses (**Losses**) suffered or incurred by the State or the Executive Director or both of them to the extent such Losses are incurred by the State or the Executive Director or both of them or any of either of their employees, agents or contractors, as a result of the negligent or other tortious act or omission of the ABC or any of its officers, employees, agents, or contractors in the purported exercise of its or their rights or obligations under this Management Agreement or the Management Plan.

## **8. NOTICES**

- 8.1 Notices under this Agreement shall be in writing and may be delivered by hand delivery, pre-paid post or facsimile transmission.
- 8.2 Notice shall be deemed to be received:
- (a) in the case of hand delivery, on delivery to the address of the Party set out below or as otherwise notified from time to time;
  - (b) in the case of pre-paid post, three (3) Business Days after posting; and
  - (c) in the case of facsimile transmission, upon receipt by the sender of a transmission form indicating successful transmission of the entire facsimile.
- 8.3 Notices to be given to:
- (a) the State shall be addressed to:  
Facsimile No:
  - (b) the ABC shall be addressed to:  
Facsimile No:
  - (c) the Executive Director shall be addressed to:  
Facsimile No:

## **9. NO PARTNERSHIP ETC**

Nothing in this Agreement shall be taken to constitute a partnership, agency, joint venture or any other form of legal relationship between the Parties by which the ABC may bind the other Parties or the ABC may be bound by the other Parties to contracts, agreements, deeds or any other document creating binding legal obligations. Without limiting the foregoing, neither the ABC nor the other Parties may enter into any employment contract or contract for the provision of works, materials or services on or in respect of the Land purporting to bind the other Parties or the ABC respectively.

**10. GOVERNING LAW**

This Agreement is governed by the law in force in the State of Western Australia and the Parties agree to submit to the non-exclusive jurisdiction of the Courts of Western Australia and the appeal Courts from those Courts.

Signed for and on behalf of the )  
STATE OF WESTERN AUSTRALIA )  
by )  
)

THE COMMON SEAL of )  
[THE ABC] was )  
hereunto affixed by )  
in the presence of : )

THE COMMON SEAL of )  
THE EXECUTIVE DIRECTOR of the )  
DEPARTMENT of CONSERVATION )  
AND LAND MANAGEMENT was )  
hereunto affixed by )  
in the presence of : )

**SCHEDULE 12**  
**DEED OF COVENANT FOR**  
**BURRUP NON-INDUSTRIAL LAND UNDER SECTION 15 OF**  
**THE LAND ADMINISTRATION ACT**

**THIS DEED OF COVENANT** is made the                      day of                      2002

**B E T W E E N**

**APPROVED BODY CORPORATE** of ..... (**Covenantor**)

**AND**

**THE MINISTER FOR LANDS**, a body corporate under the *Land Administration Act 1997* (WA) of care of the Department of Land Administration, 1 Midland Square, Midland, Western Australia (**Covenantee**)

**RECITALS**

- A. The Covenantor is or is entitled to be the registered proprietor of the Land.
- B. While the Land was Crown land, the Covenantor entered into or adopted the Section 31 Agreement with the Covenantee for the use of the Land, which was an agreement and the Land is "agreement land" for the purposes of section 15 of the LAA.
- C. This deed gives effect to the provisions of the Section 31 Agreement and the Conditions, by creating restrictive and positive covenants under section 15 of the LAA which are to be registered on the title to the Land.

**OPERATIVE PART WHEREBY THE PARTIES AGREE AS FOLLOWS**

**1. Definitions and Interpretation**

**1.1 Definitions**

In this deed, unless the context requires otherwise:

**Contracting Parties** means the persons who are defined as such in the Section 31 Agreement.

**Covenantee** means the Minister for Lands and its successors in title to the benefit of these Covenants under section 15 of the LAA.

**Covenantor** means the (**Approved Body Corporate**) being the registered proprietor of the Land, and its successors in title and the registered proprietor of the Land from



time to time.

**Covenant** means the covenant set out in clause 2 of this deed, as amended, varied or supplemented by a modification registered on the certificate of title from time to time.

**LAA** means the *Land Administration Act 1997* (WA), as amended from time to time.

**Land** means the [XXX insert technical land description for Burrup Non-Industrial Land].

**Section 31 Agreement** means a deed entitled Burrup and Maitland Industrial Estates Agreement dated [XX] 2002, entered into by the State of Western Australia, the Contracting Parties and others, which has been adopted by the Transferee by deed dated [XX].

**written law** has the same meaning as that term is defined in the *Interpretation Act 1984* (WA).

## 1.2 Interpretation

In this deed, unless the context requires otherwise:

- (a) a reference to a clause is a reference to a clause of this deed;
- (b) a reference to a written law includes consolidations, amendments, re-enactments or replacements of that written law;
- (c) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (d) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (e) a reference to a person which has ceased to exist or has reconstituted, amalgamated, reconstructed or merged or the functions of which have become exercisable by another person, is a reference to the person established or constituted in its place or by which its functions have become exercisable;
- (f) a reference to a thing includes a reference to the whole or any part of that thing;
- (g) if a word or phrase is defined, cognate words and phrases have a corresponding meaning;
- (h) headings are for convenience only and do not affect the interpretation of this deed;
- (i) the word **including** is deemed to be followed by the words, **but not limited to**.

**2. No Building on Coastal Strip Covenant**

Pursuant to section 15 of the LAA, the Covenantor covenants, in favour of the Covenantee, that where a part of the boundary of the Land is defined by the High Water Mark, no building may occur on the Land between the High Water Mark and:

- (a) where the coastline is rocky coastline – the line being 100 metres inland from the cliff line occurring nearest that boundary; or
- (b) where the coastline is sandy coastline – the line being 150 metres inland from the High Water Mark nearest that boundary,

except for recreational purposes, which may include the construction, operation and maintenance of roads, car parks, and low impact public facilities such as showers, toilets, shaded picnic tables and boat ramps.

For the purposes of this clause 2, **High Water Mark** has the same meaning as that term is defined in the LAA.

**3. Registration of this Deed**

- (a) This deed must be registered against the certificate of title for the Land, and the Covenantor consents to that registration.
- (b) The Covenantor acknowledges and agrees that the Covenant runs with and binds the Land pursuant to section 15(6)(c) of the LAA.
- (c) The Covenantor acknowledges and agrees that the Covenant is enforceable against the Covenantor and its successors in title.

**4. Notices**

[XXX]

**5. General Provisions**

- (a) If a Court determines that a word, phrase, sentence, paragraph or clause in this deed is unenforceable, illegal or void, then it shall be severed and the other provisions of this deed shall remain operative.
- (b) This deed shall be construed and interpreted in accordance with the laws of Western Australia. The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia and appeal Courts from those Courts.

**6. Further Assurances**

The parties will do all things and execute all further documents necessary to enable this deed and any modifications of it to be registered on the certificate of title to the Land, and to give full effect to this deed and all transactions contemplated under it.

Executed by the parties as a Deed.

The COMMON SEAL of [THE ABC] )  
was hereto affixed by )  
in the presence of: )  
)

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

\_\_\_\_\_  
Name of Director (print)

\_\_\_\_\_  
Name of Director/Secretary (print)

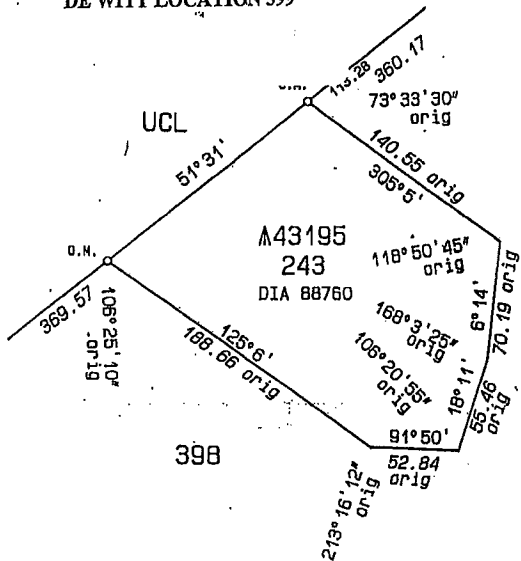
The COMMON SEAL of the Minister for )  
Lands was hereto affixed by )  
in the presence of: )  
)

\_\_\_\_\_  
Witness

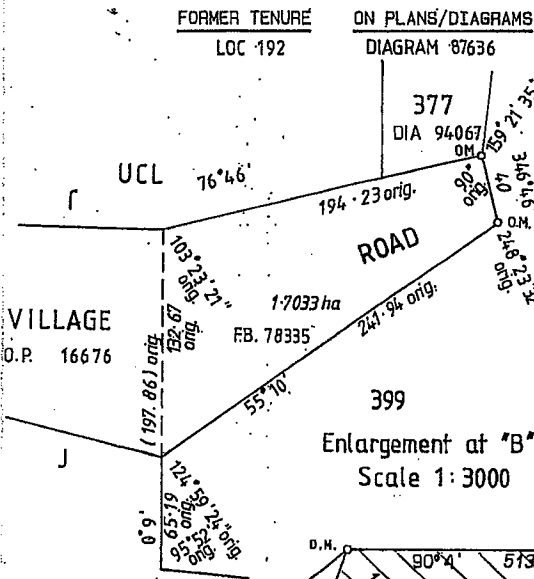
**SCHEDULE 13**  
**DE WITT LOCATION 399**

**See following**

SCHEDULE 13  
DE WITT LOCATION 399



Enlargement at "A"  
Scale 1:3000

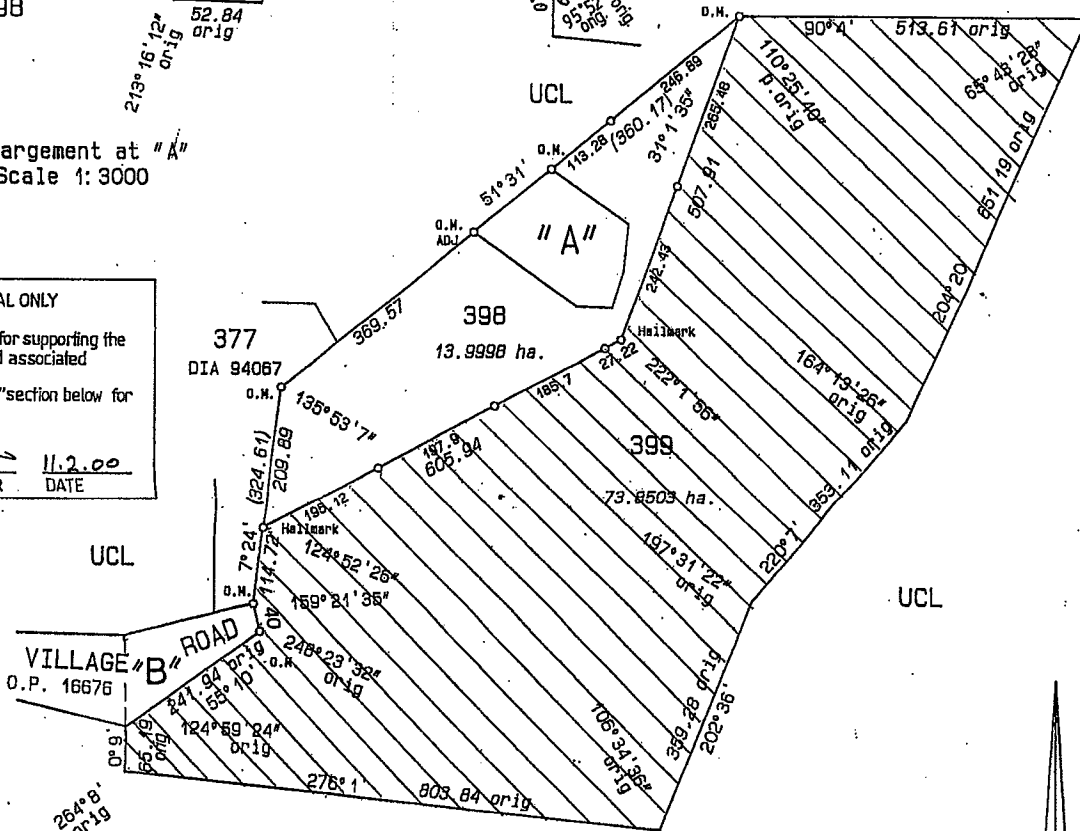


Enlargement at "B"  
Scale 1:3000

STAGED APPROVAL ONLY

This plan / diagram is suitable for supporting the registration of Crown Titles and associated interests. Refer to "In Order for Dealings" section below for conditions of full approval.

*[Signature]* 11.2.00  
AUTHORIZED LAND OFFICER DATE



DE WITT LOCATION  
399



Dept of Land Administration  
UO 246090

100 0 100 200

INTERMEDIATE MARKING OVER 250 METRES

DISTRICT DE WITT	LOCATIONS 398,399 & ROAD		FILE 1680/997 V3
TOWNSITE			SCALE 1:7500 ALL DISTANCES ARE IN METRES
SURVEYOR'S CERTIFICATE - (REG 54) I, H.B. MULHOLLAND, hereby certify that this plan is a correct representation of the survey and/or calculations from measurements recorded in the field book lodged for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged. <i>[Signature]</i> 5/5/99 Licensed Surveyor Date	LOCAL AUTHORITY SHIRE OF ROEBOURNE LOCALITY BURRUP PENINSULA PUBLIC PLAN(S) BH85 (10) 5.8	APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION FILE EXEMPT 1997 727(5) L.A.A. 1997 FOR CHAIRMAN DATE	IN ORDER FOR DEALINGS SUBJECT TO <i>[Signature]</i> FOR AUTHORIZED LAND OFFICER DATE
SURVEYOR'S CERTIFICATE - COMPILED I, hereby certify that this compiled plan (a) is a correct and accurate representation of the survey(s) of the subject land; and (b) is in accordance with the relevant law in relation to which it is lodged. <i>[Signature]</i> Licensed Surveyor Date	SURVEY INDEX PLAN(S) BH85 (10) 5.8 FIELD BOOK 79217 PAGE 1-2 AZIMUTH FROM DIAGRAM 94085	TYPE OF VALIDATION FULL AUDIT DATE LEGAL COMPONENT NB DATE 1-6-99 CERTIFIED CORRECT <i>[Signature]</i> DATE 1-6-99 EARLY ISSUE <input type="checkbox"/> F.S.C. No. LODGED DATE 14-5-99	APPROVED (REG 26A) AUTHORIZED LAND OFFICER DATE
DOLA DEPARTMENT OF LAND ADMINISTRATION			LAND ADMINISTRATION ACT DIAGRAM 94276