

# Pastoral Management Pty Ltd

ABN 71 124 021 512

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PMPL Ref: TK-171110  
Prepared by: Tim Knowles

16 November 2017

Attention: Mr Ray McDermott, Manager Financial Services/CFO  
[ray.mcdermott@karratha.wa.gov.au](mailto:ray.mcdermott@karratha.wa.gov.au)

City of Karratha  
PO Box 219  
Karratha WA 6714

Dear Mr McDermott,

## Changing Method of Land Valuation – Pastoral Management Pty Ltd (PMPL)

I write in response to your letter dated 29 September 2017 under heading '*Changing methods of land valuation – from unimproved to gross rental value for mining, petroleum and resource interests*' (**Notice**).

The Notice invites a submission from PMPL in relation to the City's proposal to apply to the Minister for Local Government for a determination that certain land owned by PMPL be valued on a Gross Rental Value (**GRV**) basis rather than an Unimproved Value (**UV**) basis.

The Notice required landowners to provide submissions to the City by 10 November 2017. For reasons set out below, by email dated 10 November 2017, the City extended the due date for PMPL's submission to 17 November 2017.

This letter sets out PMPL's submission in relation to the Notice.

### The Relevant Land

- 1 The Notice does not explicitly identify the portion of land the City proposes to be rated on a GRV basis. Rather, it refers generally to Rates Assessment A5173 and 'L1501 and 4999 North West Coastal Highway, Mardie'.
- 2 PMPL confirms it is the lessee of Lots 1501 and 4999 pursuant to Pastoral Lease N050076 (**Mardie Pastoral Lease**). A copy of the Mardie Pastoral Lease and corresponding title search are **attached** to this letter for your reference.
- 3 As holder of the Mardie Pastoral Lease, PMPL receives Rates Assessment A5173 on an annual basis in respect of its pastoral interest. A copy of the latest Rates Assessment for Mardie Pastoral Lease is **attached** for your reference.
- 4 On Friday 20 October 2017, PMPL and its legal representatives attended a telephone conference with Phillip Trestrail, Director of Corporate Services. The purpose of that call was to obtain clarification concerning the specific location of the land proposed to be rated on a GRV basis and details of the particular 'capital improvements' the subject of the Notice. In that

meeting, PMPL requested a map or aerial diagram showing the location of the facilities referred to in the Notice, including confirmation of the underlying tenure.

- 5 Mr Trestrail, by email dated 10 November 2017, clarified that the relevant improvements are located on mining lease M08/125 and provided an aerial picture showing the location of the buildings. A copy of that email and picture are **attached** for your reference.
- 6 For the sake of clarity, PMPL is not the holder of M08/125. PMPL did not construct the relevant improvements. PMPL is not the ratepayer for M08/125 or the improvements referred to in the Notice or Mr Trestrail's email. PMPL has no involvement in operations on M08/125.

#### **Correct Valuation Methodology for the Mardie Pastoral Lease**

- 7 The Notice (when read with the 10 November 2017 email) proposes that the valuation methodology for the part of the Mardie Pastoral Lease on which the identified buildings on M08/125 are located be changed from UV to GRV pursuant to sections 6.28 and 6.29 of the *Local Government Act 1995* (WA) (**LG Act**) and the Department of Local Government and Communities' *'Rating Policy – Valuation of Land – Mining'* (**Mining Policy**).
- 8 Contrary to the City's proposal, the Mardie Pastoral Lease should continue to be valued on a UV basis, consistent with other pastoral leases across the State.
- 9 As explained in further detail below, the City's proposed change in valuation methodology for part of the Mardie Pastoral Lease is misconceived. It is not open to the Minister to make a determination under section 6.29(3) of the LG Act in relation to a pastoral lease. In any event, such a determination would be inconsistent with the purposes of the LG Act and the Mining Policy.

#### **Starting point – the Mardie Pastoral Lease is used for rural purposes**

- 10 Section 6.28(1) of the LG Act empowers the Minister to determine the method of valuation of land. Section 6.28(2) states that as a general principle:
  - (a) where land is used predominantly for rural purposes, the basis for rating is to be the UV of the land; and
  - (b) where land is used predominately for non-rural purposes, the basis for rating is to be the GRV of the land.
- 11 The land referred to in the Notice, being the Mardie Pastoral Lease, is used for pastoral purposes. **The starting point under section 6.28(2) of the LG Act is that the Mardie Pastoral Lease should be valued on a UV basis for rating purposes.**

#### **PMPL does not hold a 'relevant interest' or 'resource interest'**

- 12 Section 6.29(2) of the LG Act provides that the basis for a rate on a 'relevant interest' is to be the UV of the land, subject to section 6.29(3).
- 13 Section 6.29(3) of the LG Act allows the Minister to determine that the basis for a rate on a 'relevant interest' on which capital improvements are located is to be the GRV of the land.
- 14 **Critically, sections 6.29(2) and 6.29(3) only apply to land that is a 'relevant interest'. The Mardie Pastoral Lease (which is the land identified in the Notice) is not a 'relevant interest' under section 6.29 of the LG Act.**
- 15 'Relevant interest' is defined in section 6.29(1) as:
  - (a) a **mining tenement** held under the *Mining Act 1978* (WA) (**Mining Act**); or
  - (b) a permit, drilling reservation, lease or licence held under the *Petroleum and Geothermal Energy Resources Act 1967* (WA) (**PGER Act**).

- 16 The Mining Policy provides that the Minister will determine that the land subject of a 'relevant interest' that is improved with certain capital improvements will be valued on a GRV basis. The Mining Policy also purports to extend the GRV method to land that is the subject of a 'resource interest' with certain capital improvements. 'Resource interest' is defined (in the Policy) as land used for:
- (a) the extraction, processing or refining of minerals as defined in section 8 of the Mining Act; or
  - (b) the extraction, processing or refining of petroleum as defined in section 5 of the PGER Act.
- 17 As with sections 6.29(2) and 6.29(3) of the LG Act, the Mining Policy is clearly intended to apply to mining or petroleum interests. Similarly, the '*Policy – The application of Gross Rental Valuation to mining, petroleum and resource interests for local government rating purposes*' in Ministerial Circular M05-2015 states in section 6 that it applies to land defined as a 'relevant interest' or 'resource interest'.
- 18 **The land identified in Rates Assessment A5173 is not a 'relevant interest' or a 'resource interest'. Accordingly, as holder of the Mardie Pastoral Lease, PMPL cannot be rated on a GRV basis under section 6.29(3) of the LG Act.** To the extent there are 'relevant interests' or 'resource interests' which overlap the Mardie Pastoral Lease, PMPL, as a pastoral lessee, is not responsible for any improvements constructed in reliance on those tenements.

***PMPL did not, and was not authorised to, construct the Relevant Capital Improvements***

- 19 The Mining Policy states that where a property is the subject of a 'relevant interest' or 'resource interest', the land will be valued on a GRV basis where it has on it the following capital improvements:
- (a) accommodation, recreation or administration facilities and associated buildings; or
  - (b) maintenance workshops existing within 100 metres of facilities listed in (a), provided that the capital improvements have been in place for at least 12 months (***Relevant Capital Improvements***).
- 20 PMPL has not constructed any Relevant Capital Improvements in reliance on its entitlements pursuant to the Mardie Pastoral Lease. PMPL's pastoral lease should not be rated for improvements that PMPL did not and is not authorised to construct.
- 21 Under section 106 of the *Land Administration Act 1997* (WA) (***LAA***), a pastoral lease can only be used for pastoral purposes, unless a permit allowing other uses is issued by the Pastoral Lands Board. 'Pastoral purposes' is defined in section 93 of the LAA as:
- (a) the commercial grazing of authorised stock;
  - (b) agricultural, horticultural or other supplementary uses of land which are carried out in conjunction with the grazing of authorised stock; and
  - (c) activities that are ancillary to (a) and (b) above.
- 22 The Mardie Pastoral Lease **does not** provide for or authorise construction of the buildings on M08/125. No permit has been issued (or can be issued in the future) in respect of Mardie Pastoral Lease that would allow construction of these buildings.
- 23 PMPL submits it would be contrary to the LG Act and the Mining Policy for the Mardie Pastoral Lease to be rated on a GRV basis due to capital improvements which are not authorised by the Mardie Pastoral Lease and which PMPL did not construct, and could not have lawfully constructed, on the pastoral lease.

***PMPL does not consent to the proposed change in valuation methodology***

- 24 The Notice requests PMPL's consent to rate part of the Mardie Pastoral Lease on a GRV basis. For the avoidance of doubt and for the reasons stated above, PMPL does not consent to any part of the Mardie Pastoral Lease being rated on a GRV basis.

**Conclusion**

- 25 It is not lawful for the Minister to determine that any part of PMPL's pastoral interest be rated on a GRV basis under section 6.29(3) of the LG Act as PMPL's pastoral lease is not a 'relevant interest'.
- 26 Section 6.29(3) of the LG Act and the Mining Policy are directed at rating mining or petroleum interests (and not pastoral leases) on a GRV basis. It would clearly be contrary to the LG Act and the Mining Policy to rate part or parts of the Mardie Pastoral Lease on a GRV basis in circumstances where PMPL did not, and was not authorised to, construct the buildings located on M08/125.
- 27 To the extent that the City does not confirm its intention to discontinue its proposal, PMPL requests an opportunity to address Council at its meeting on 11 December 2017 in relation to the Notice.

Please contact Tim Knowles on (08) 9226 8341 or [tim.knowles@citicpacificmining.com](mailto:tim.knowles@citicpacificmining.com) if you would like to discuss PMPL's submission.

Yours sincerely  
PASTORAL MANAGEMENT PTY LTD



**Tim Knowles**  
Company Secretary

ENC  
Mardie Pastoral Lease  
Mardie Pastoral Lease Title Searches  
CoK Rate Notice A5173 – 1501,4999 NWCH Mardie  
Email from Phillip Trestrail to Eve Lynch, Darcy Doyle and Linda Phillips dated 10 November 2017  
Aerial map of location

CC  
Adrian D'Cunha <[adrian.dcunha@karratha.wa.gov.au](mailto:adrian.dcunha@karratha.wa.gov.au)>



**The Hon Terry Redman MLA**  
**Minister for Regional Development; Lands;**  
**Minister Assisting the Minister for State Development**

Our Ref: 39-28489

Registrar of Titles  
Landgate  
PO Box 2222  
MIDLAND WA 6936

Dear Madam

**APPROVAL UNDER THE DAMPIER TO BUNBURY PIPELINE ACT 1997**

The Department of Lands, on my behalf, manages the land use within the Dampier to Bunbury Natural Gas Pipeline (DBNGP) corridor under provisions of the *Dampier to Bunbury Pipeline Act 1997*.

The DBNGP corridor currently encumbers 29 pastoral stations (identified in Attachment 1), due to be renewed on 1 July 2015, under the *Land Administration Act 1997* as part of the 2015 Pastoral Lease Renewal Project.

I approve, under Section 41(2)(b) of the *Dampier to Bunbury Pipeline Act 1997*, the use of the land in the DBNGP corridor as identified in Attachment 1 for:

- pastoral leases; and
- mortgages and subleases against those pastoral leases.

The registration of pastoral leases, mortgages and subleases over the DBNGP corridor, is not expected to materially interfere with the exercise in the future of rights that have been, or might in the future be, conferred under Section 34 of the *Dampier to Bunbury Pipeline Act 1997*.

Therefore, the renewal of these pastoral leases and registration of associated documents will not, in effect, change how the DBNGP corridor is managed.

I confirm that if any further information or decision is required by you, in relation to the matters contained in this letter, including the endorsement of consent on any instrument, I hereby authorise the following persons holding or acting in the following positions (from time to time) to provide that information or decision:

Position Number	Position
33513000	Director General
33513344	Executive Director, Land Asset Management and Projects
33513140	Manager, Land Access
33513141	Manager, Infrastructure Corridors

Level 9, Dumas House, 2 Havelock Street, West Perth Western Australia 6005  
Telephone: +61 8 6552 6700 Facsimile: +61 8 6552 6701 Email: Minister.Redman@doc.wa.gov.au

For further information or queries regarding this matter, please contact Mr Matt Pestell, Manager, Infrastructure Corridors, Department of Lands by telephone on 08 6552 4625, or email at [matt.pestell@lands.wa.gov.au](mailto:matt.pestell@lands.wa.gov.au).

Yours sincerely



**HON TERRY REDMAN MLA**  
**DBNGP LAND ACCESS MINISTER**

30 JAN 2015

Att.

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

**PASTORAL LEASE (PL)**

## DESCRIPTION OF LAND (NOTE 1)

Lot 1501 on Deposited Plan 74341

Lot 4999 on Deposited Plan 403120

subject to inclusions and exclusions (if any), as shown  
in the Second Schedule

## EXTENT

Whole

Whole

## VOLUME

3165

3165

## FOLIO

182

181

## LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (NOTE 2)

C453642 Easement, E198379 Easement, E198381 Easement, E367403 Easement, F924685  
Easement, G205196 Easement, G875450 Easement, H591203 Sundry, I209639 Sundry, I209640  
Taking Order, I515597 Sundry, I529856 Taking Order, L528640 Easement, L790223 Easement,  
M182147 Authorisation Order, M182148 Notice of Intention to Take,

## LESSOR (NOTE 3)

STATE OF WESTERN AUSTRALIA acting through the Minister for Lands, a body corporate under the  
*Land Administration Act 1997*, care of the Department of Lands PO Box 1143 WEST PERTH WA 6872.

## LESSEE (NOTE 4)

PASTORAL MANAGEMENT PTY LTD ACN 124021512 OF GPO Box 2732, PERTH, W.A 6001

## TERM OF PASTORAL LEASE (NOTE 5)

44 Years 6 Months 10 Days

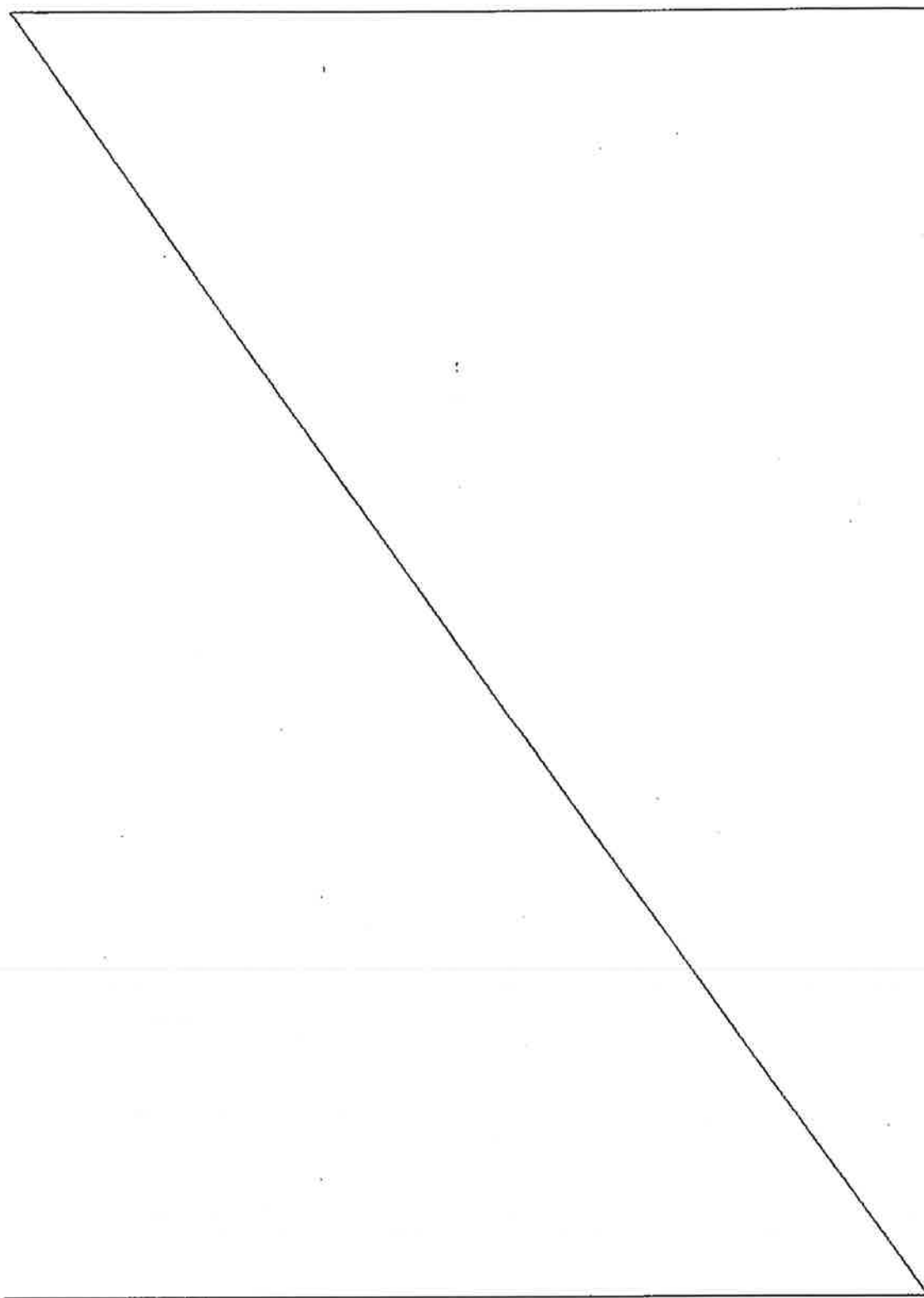
Commencing on the 1 Day of July in the year 2015

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

Nil

for the above term for an annual rental determined in accordance with the Land Administration Act 1997 payable in  
accordance with the conditions contained in the within lease.

SUBJECT TO THE PROVISIONS OF THE *LAND ADMINISTRATION ACT 1997* AND ALSO TO THE  
RESERVATIONS COVENANTS AND CONDITIONS CONTAINED IN THE WITHIN LEASE





THIS LEASE is made the

day of

1<sup>st</sup> July

20 15

## BACKGROUND

- A. Pursuant to Part 7 of the LAA, the Minister, for and on behalf of the State of Western Australia, leases to the Lessee, the Land subject to the Exclusions, Reservations and Encumbrances, for the Term and at the Rent and subject to the provisions of the LAA and on the terms and conditions of this Lease.
- B. This Lease is granted pursuant to a statutory right to renew an existing pastoral lease pursuant to an application made and accepted by the Minister for Lands in accordance with the provisions of the repealed *Land Act 1933* and the LAA, or the LAA, as the case may be.
- C. The Lessor and the Lessee intend that, if native title exists in relation to the Land and the grant of this Lease is a future act for the purposes of the *Native Title Act 1993* (Cth), this Lease takes effect as a permissible lease etc. renewal for the purposes of Subdivision I of that Act.

## 1. DEFINITIONS, INTERPRETATION AND EXERCISE OF MINISTER'S POWERS

### 1.1 Definitions

In this Lease the following definitions apply unless the contrary intention appears:

**authorised stock** has the meaning given in section 93 of the LAA.

**Board** means the Pastoral Lands Board established under the LAA.

**Business Day** means any day other than a Saturday, Sunday or State public holiday in Western Australia.

**Commencement Date** means the date shown on the front page of this Lease as the commencement date.

**Contamination** is the state of being "contaminated" as that term is defined in the CSA.

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

**CSA** means the *Contaminated Sites Act 2003*.

**Department** means the department principally assisting the Minister in the administration of the LAA from time to time.

**Deposited Plan** means the deposited plan referred in the description of the Land on the front page of this Lease.

**Encumbrance** means the limitations, interests, encumbrances and notifications shown on the front page of this Lease.

**Environmental Harm** means any thing that is "Environmental Harm" within the meaning of that term as defined in the *Environmental Protection Act 1986* to the extent that it is inconsistent with the Permitted Use.

**Environmental Law** means all planning, environmental (including biodiversity), Contamination or Pollution laws including the *Environmental Protection Act 1986* and any regulations, orders, directions, ordinances or all requirements, permissions, permits or licences issued thereunder.

**Environmental Notice** means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Governmental Agency, whether written or oral given under any Environmental Law.

**Exclusions** means the exclusions set out in clause 9.1.

**Governmental Agency** means any government or any governmental (including local government), administrative, fiscal or judicial body, department, commission, statutory authority or board, tribunal, agency or entity.

**GST** has the meaning given in section 195-1 of the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**GST Law** has the meaning given in section 195-1 of the GST Act.

**Improvements** means buildings, sheds, yards, fences, windmills, bores, wells, dams, water apparatuses, drains and pipes and other facilities, structures fixtures and fittings on the Land at the Commencement Date or thereafter placed, effected, constructed, erected or undertaken on the Land during the Term and includes any alterations, additions, replacements, renewal or restorations made to those improvements during the Term.

**LAA** means the *Land Administration Act 1997*.

**Land** means the land described on the front page of this Lease subject to the Exclusions, and includes all Improvements on it from time to time.

**Law** includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether State, Federal or local.

**Lease** means this deed of lease, as it is amended, varied, renewed or assigned from time to time, as permitted by this Lease.

**Lessee** means the party described as the lessee on the front page of this Lease and includes its successors and permitted assigns.

**Lessee's Agent** means the employees, agents, contractors, consultants, sublessees, licensees and invitees of the Lessee. For the avoidance of doubt, a person who accesses the Land in exercise of a Third Party Right in a capacity other than as an employee, agent, contractor, consultant, sublessee, licensee or invitee of the Lessee is not a "Lessee's Agent" within this definition.

**Lessor** means the party described as the lessor on the front page of this Lease and includes the Crown.

**Lessor's Agent** means the officers, employees, agents and contractors of the Lessor, the Minister and the Department.

**Material Environmental Harm** has the same meaning as that term is defined in the *Environmental Protection Act 1986*.

**Minister** means the Minister for Lands, a body corporate continued under section 7 of the LAA.

**Pastoral Purposes** has the meaning given under the LAA.

**Permit** means any permit issued to the Lessee in respect of the Land under Part 7 of the LAA.

**Permitted Use** means the use of the Land for Pastoral Purposes.

**Pollution** means any thing that is "pollution" within the meaning of that term as defined in the *Environmental Protection Act 1986* that is not authorised under any Law.

**prohibited stock** has the meaning given in section 93 of the LAA.

**Rent** means the annual rent as determined and varied from time to time in accordance with the LAA being at the Commencement Date, \$ 12,309 per year.

**Rent Payment Date** means:

1 September; and

1 March.

**Reservations** means the reservations set out in clauses 9.2 to 9.4.

**Serious Environmental Harm** has the same meaning as that term is defined in the *Environmental Protection Act 1986*.

**Services** means all utility services including water supply, gas, sewerage, waste disposal, drainage, electricity and telecommunications facilities.

**Stock** has the meaning given in section 3 of the LAA and includes both authorised stock and prohibited stock. For the avoidance of doubt, the inclusion of "**prohibited stock**" in this definition is not to be taken as any consent or permission of the Lessor or the Minister in relation to the presence of "**prohibited stock**" on the Land and does not constitute a waiver of the Lessee's obligation under the LAA with respect to prohibited stock.

**Surrounding Area** means any land or water adjacent to or in the vicinity of the Land and the air generally above the Land, and includes an affected site within the meaning of that term as defined in the CSA.

**Term** means, subject to any sooner determination under the terms of this Lease or the LAA, the term set out on the front page of this Lease commencing on the Commencement Date.

**Tax Invoice** has the meaning given in section 195-1 of the GST Act.

**Taxable Supply** has the meaning given in section 195-1 of the GST Act.

**Third Party Right** means a right granted or otherwise created in favour of a third party under any Law.

**TLA Agency** means the agency or department responsible for the registration of dealings relating to land in the register kept pursuant to the *Transfer of Land Act 1893* being, at the Commencement Date, the Western Australian Land Information Authority a body corporate under the *Land Information Authority Act 2006* and known as "Landgate".

## 1.2 Interpretation

In this Lease, unless the context otherwise requires:

- (a) headings or subheadings are inserted for guidance only and do not govern the meaning or construction of this Lease or of any provision contained in this Lease;
- (b) words expressed in the singular include the plural and vice versa;
- (c) words expressed in one gender include the other genders;
- (d) the word "including" is deemed to be followed by "but not limited to";
- (e) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
- (f) a reference to a thing includes a part of that thing but without implying that part performance of an obligation is performance of the whole;
- (g) references to parts, clauses and parties are references to parts and clauses of, and parties to, this Lease;
- (h) a reference to a party to this Lease includes that party's successors and permitted assigns and in the case of a natural person also includes that person's personal representatives and administrators;
- (i) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- (j) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (k) no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of this Lease or of any of the provisions of this Lease;
- (l) a reference to a statute, regulation, ordinance or other law in this Lease includes regulations, proclamations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them from time to time;

- (m) a reference in this Lease to a sub-clause, paragraph or sub-paragraph is a reference to a sub-clause, paragraph or sub-paragraph in the clause or definition in which the reference appears; and
- (n) words that are defined in the LAA and used in this Lease have the same meaning given to them under the LAA.

### **1.3 Performance of functions by Minister**

All acts and things which the Minister or Lessor is required or empowered to do under this Lease may be done by the Minister or the Minister's delegate appointed under section 9 of the LAA.

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## **2. APPLICATION OF STATUTES**

### **2.1 Land Administration Act**

The Lessee and the Lessor agree that:

- (a) the provisions of the LAA relating to pastoral leases on Crown land granted under Part 7 of the LAA apply to this Lease; and
- (b) the provisions of this Lease do not in any way affect, alter or derogate from:
  - (i) the Lessor's, the Minister's or the Board's rights or powers conferred under the LAA; or
  - (ii) the Lessee's rights under the LAA.

### **2.2 Statutory exclusions**

The covenants and powers implied by the *Transfer of Land Act 1893* do not apply to this Lease and are not implied in this Lease unless expressly included.

### **2.3 Statutory inclusions**

With the exception of the exclusion set out in clause 2.2, nothing in this Lease affects or derogates from any right, power, condition or reservation granted or reserved in respect of or applying to the Land under any Law from time to time.

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## **3. RENT**

### **3.1 Payment of Rent**

The Lessee must pay to the Lessor the Rent:

- (a) on or before the Commencement Date, by an initial sum equivalent to the Rent pro-rated for two calendar months;
- (b) on or after the Commencement Date, on each Rent Payment Date during the Term, by a sum equivalent to one-half of the Rent (excluding the final payment, which will be pro-rated);
- (c) at the place and in the manner notified by the Lessor in writing at any time;
- (d) without deduction or abatement; and
- (e) without demand from the Lessor.

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## **4. OTHER PAYMENTS BY LESSEE**

### **4.1 Payment of rates, taxes etc**

The Lessee must pay, when due and payable, all present and future rates, taxes, charges, impositions, assessments, outgoings, duties and fees under the *Biosecurity and Agriculture Management Act 2007* which at any time during the Term are charged upon the Land or imposed or levied upon the Lessor or the Lessee in respect of the Land, use of the Land for the Permitted Use or the ownership of the Land.

#### **4.2 Registration and Lessor's costs**

- (a) The Lessee must pay to the Lessor the Lessor's costs and expenses arising out of this Lease, in accordance with the LAA and the *Land Administration Regulations 1998*.
- (b) The Lessee is to pay or reimburse the Lessor on demand for all costs relating to the registration of this Lease at the TLA Agency.

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### **5. USE OF THE LAND**

#### **5.1 Permitted Use**

- (a) This Lease confers on the Lessee a right to occupy and use the Land for the Permitted Use in accordance with the LAA and the provisions of this Lease.
- (b) The Lessee must not use the Land for any other purpose unless such use is authorised by a Permit or any other Law.
- (c) For the avoidance of doubt, the Permitted Use includes the right to place, effect, construct, erect, undertake, alter and add Improvements on the Land as are reasonably required or necessary for or ancillary to the Permitted Use and replace, renew, restore or remove all such Improvements.

#### **5.2 Nuisance or other activities**

The Lessee must, not at any time during the Term:

- (a) carry on or permit the Lessee's Agents to carry on or from the Land any unlawful or illegal act, trade, business, occupation or calling; or
- (b) do or permit the Lessee's Agents to carry on or from the Land any act matter or thing which results in nuisance, damage or disturbance to the Lessor or owners or occupiers of adjoining or neighbouring lands or buildings.

#### **5.3 No right to soil or timber**

Subject to the provisions of the LAA, this Lease and any Permit, the Lessee shall have no right to the soil, or to the timber of the Land, except as may be required for the Permitted Use.

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### **6. DEALINGS WITH THIS LEASE**

The Lessee may only dispose of, deal with, or assign its estate or interest in, or part with possession of the Land, in accordance with the LAA.

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### **7. LESSEE'S GENERAL OBLIGATIONS**

#### **7.1 Contamination, Pollution and Environmental Harm**

The Lessee must not cause, or permit the Lessee's Agents to cause, any Contamination, Pollution or Environmental Harm to occur in, on or under the Land or to the Surrounding Area, and if any Contamination, Pollution, Material Environmental Harm or Serious Environmental Harm is caused by the Lessee or the Lessee's Agents, the Lessee must give notice of it to the Lessor and must minimise, contain and remediate any resultant damage and harm to the reasonable satisfaction of the Lessor.

#### **7.2 Compliance with Law**

In addition and without limitation to anything else provided in the LAA and this Lease about complying with Laws, the Lessee must comply with all Laws and requirements, notices, orders or lawful direction of any Governmental Agency applicable to:

- (a) the exercise of the Lessee's rights or the performance of the Lessee's obligations under this Lease;
- (b) the use and occupation of the Land by the Lessee or the Lessee's Agents;

- (c) any Improvements; and
- (d) the Stock.

### 7.3 Lessee's Right to Notice

The Lessor and the Lessee agree that, for the purposes of sections 35 and 131 of the LAA, a breach of a condition or covenant in respect of any matter under clause 7.1 and clause 7.2 of this Lease only occurs if:

- (a) the Lessee is served with a notice from a Governmental Agency (including any Environmental Notice) properly requiring the Lessee to do or to cease doing something in order to comply with any Law, requirements, notices, orders or directions of the kind referred to in the notice and within a reasonable time:
  - (i) the Governmental Agency does not withdraw, cancel, suspend or discontinue the notice; or
  - (ii) the Lessee fails to challenge the validity of the notice in a Court or Tribunal of competent jurisdiction or fails either to have the notice dismissed, withdrawn or discontinued, or to comply with the order of the Court or Tribunal; or
  - (iii) the Lessee fails to take and continue to take reasonable steps to achieve compliance with the notice; or
- (b) the Lessee is served with a notice from the Lessor that:
  - (i) the Lessee has failed to minimise or remediate, to the Lessor's reasonable satisfaction, any damage or harm from any Contamination, Pollution, Material Environmental Harm or Serious Environmental Harm caused by the Lessee or the Lessee's Agents of the kind referred to in clause 7.1; or
  - (ii) the Lessee has failed to comply with any Law, requirements, notices, orders or directions of the kind referred to in clause 7.2; and

the Lessee has not, by a date specified in the notice (being not less than 30 days after service of the notice), remedied the breach set out in the notice to the Lessor's reasonable satisfaction.

### 7.4 Grazing

The Lessee will not and will not permit:

- (a) any grazing of Stock on all or part of the area leased where grazing is prohibited under the powers contained in the *Soil and Land Conservation Act 1945* or any other Environmental Law;
- (b) grazing of Stock on all or such part of the area leased or otherwise howsoever in breach of any conditions or restrictions imposed under the powers contained under any Law.

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## 8. REGISTRATION OF LEASE

The Lessor will lodge this Lease for registration at the TLA Agency within 30 days after the Lessor and the Lessee execute it.

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## 9. EXCLUSIONS AND RESERVATIONS

### 9.1 Exclusions

All land that is on the Commencement Date marked or shown as excluded or having been surrendered, transferred, resumed or taken from the Land on:

- (a) the Deposited Plan; or
- (b) any other plan or title held by the Registrar of Titles under the *Transfer of Land Act 1893*,

including a road, reserve or stock route is excluded from the Land and is not the subject of this Lease.

## **9.2 Reservations**

- (a) The Lessor reserves the right for itself, any Minister of the Crown, any Governmental Agency and each of their officers, agents, employees and contractors to:
  - (i) lay out, declare, open and make, either permanently or for temporary use, public roads through, on or over the Land;
  - (ii) take away any indigenous produce, rock, soil or other material which may be required for any public purpose, from the Land; or
  - (iii) pass over any part of the Land in connection with the performance of their functions (as that term is defined in the *Interpretation Act 1984*) with or without horses, stock, or vehicles, on all necessary occasions including for the purpose of accessing adjoining land.
- (b) The Lessee shall be entitled to payment for any lawful improvements, as that term is referred to in section 114(2) of the LAA, directly affected by the exercise of a Reservation under subclause (a)(i) or (a)(ii), but not otherwise.

## **9.3 Reservation in favour of Aboriginal persons**

This Lease is subject to the reservation in favour of Aboriginal persons in accordance with section 104 of the LAA as may be amended, supplemented or replaced from time to time.

## **9.4 Other Reservations**

This Lease is subject to any reservation in favour of the Crown contained in the LAA or any other Law including reservations in the *Mining Act 1978*, the *Petroleum and Geothermal Energy Resources Act 1967*, the *Conservation and Land Management Act 1984* and the *Sandalwood Act 1929*.

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## **10. FORFEITURE**

### **10.1 Non payment of Rent**

In respect of the Lessee's obligation to pay Rent or make other payments, the acceptance by the Lessor of any late payment shall not constitute a waiver of the Lessee's obligation to make that payment or of the Lessee's continuing obligation to pay during the Term or of the Lessor's rights under this Lease or the LAA in respect of the late payment of Rent.

### **10.2 Breach of Lease**

The Lessee acknowledges and agrees that:

- (a) a condition or covenant of this Lease, which is required to be performed or observed by the Lessee, shall constitute a condition or covenant to which section 131 of the LAA applies; and
- (b) a breach of such a condition or covenant may result in forfeiture of this Lease under section 35 of the LAA.

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## **11. RIGHTS AND OBLIGATIONS ON DETERMINATION OF LEASE**

### **11.1 Yielding up**

On the expiration or earlier determination of this Lease, the Lessee must:

- (a) surrender peaceably and yield up the Land and all lawful improvements in accordance with section 114 of the LAA to the Minister:
  - (i) clean and free from any rubbish caused by the Lessee or the Lessee's Agents to the Minister's satisfaction; and

- (ii) in a state of good repair and condition consistent with compliance by the Lessee with the LAA and the provisions of this Lease;
- (b) remove all fixtures or any other property, not being lawful improvements required to be yielded up under subclause (a), from the Land and make good any damage caused by the removal to the Minister's satisfaction; and
- (c) remove all Stock from the Land.

## 11.2 Survival

The Lessee's obligations to observe and perform the covenants contained in clause 11.1 will survive the expiration or earlier determination of this Lease.

## 11.3 Minister may Remove Property

- (a) If any property is not removed in accordance with clause 11.1(b), its presence on the Land shall no longer be authorised by this Lease and:
  - (i) the Minister may treat them as alleged unauthorised structures under section 270 of the LAA;
  - (ii) sections 270, 271 and 272 of the LAA apply with respect to the removal of the property or alleged unauthorised structures;
  - (iii) the Minister may, but is not obliged to, remove property from the Land and make good any damage caused by that removal; and
  - (iv) any costs incurred by the Minister in removing property under subclause (iii) or section 270(6) of the LAA, are a debt due and payable by the Lessee to the Lessor and may be recovered in a Court of competent jurisdiction.
- (b) If the Lessee has not complied with the requirement 11.1(c) to remove all Stock from the Land, the Lessor (without being obliged to do so and without affecting any other right or any action that may be taken at law or in equity) may, or may appoint or authorise any person, to:
  - (i) take possession of any Stock on the Land, remove the Stock from the Land to some other place and depasture the Stock on some other land, and all the costs incurred by the Lessor in connection with the exercise of these rights (including without limitation the costs of mustering, removal and sale of Stock) will be a debt due and payable to the Lessor by, and recoverable from, the Lessee; and
  - (ii) sell the Stock and apply the proceeds of sale to all amounts due by the Lessee under clause 11.3(b)(i) and any other amounts due and not paid under the terms of this Lease.
- (c) The Lessor need not give any notice which is required by the *Personal Property Securities Act 2009* (Cth) to be given (including a notice referred to in section 157 of that Act), unless the requirement to give it cannot be excluded or waived.

## 11.4 Personal Property Securities

For the purposes of clause 11.3(b) and the *Personal Property Securities Act 2009* (Cth), the Lessor and the Lessee agree that the security interest does not attach to any Stock until the expiration or earlier determination of this Lease.

## 12. NOTICES

### 12.1 Service of notice on Lessee

Unless otherwise provided by any Law, any notice or other document to be served on the Lessee under this Lease will be served in accordance with section 274 of the LAA.



## **12.2 Service of notices on Lessor or Minister**

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

- (a) by delivering the document personally to the offices of the Department at the address or such other address as is notified in writing to the Lessee by the Lessor; or
- (b) by sending the document by letter (by pre-paid post) to the address or by facsimile to the facsimile number of the Department or to any other address, facsimile number or electronic address or number subsequently notified in writing to the Lessee by the Lessor.

## **12.3 Requirements of notices served on the Lessor and Minister**

A notice or other document to be served on the Lessor or the Minister under this Lease must be signed:

- (a) if given by an individual, by the person giving the notice;
- (b) if given by a corporation, by a director or secretary of the corporation; or
- (c) by a solicitor or other duly appointed agent of the person giving the notice.

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## **13. GENERAL PROVISIONS**

### **13.1 Waiver**

- (a) Failure to exercise or delay in exercising any right, power or privilege in this Lease by the Lessor or the Minister does not operate as a waiver of that right, power or privilege.
- (b) A single or partial exercise of any right, power or privilege does not preclude:
  - (i) any other or further exercise of that right, power or privilege; or
  - (ii) the exercise of any other right, power or privilege.

### **13.2 Applicable Law**

- (a) This Lease shall be construed and interpreted in accordance with the laws in force in the State of Western Australia.
- (b) The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia.

### **13.3 Accrued rights**

The expiration or earlier determination of this Lease (including by way of surrender or forfeiture) in respect of the whole or any part of the Land does not affect the rights or remedies of the Minister against the Lessee in relation to a breach of this Lease by the Lessee or covenant to remediate, make good, indemnify or release the Lessor in respect of any act, deed, matter or thing occurring before the expiration or earlier determination of this Lease.

### **13.4 Cost of Lessee's obligations**

Unless this Lease provides otherwise, anything that must be done by the Lessee under this Lease, whether or not at the request of the Lessor or the Minister, must be done at the cost of the Lessee.

### **13.5 Services**

The Lessee acknowledges that the Lessor is not liable for the cost of, or for arranging the provision or connection of, Services to the Land.

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## **14. GOODS AND SERVICES TAX**

### **14.1 Rent exclusive of GST**

The Rent and any other amounts payable by the Lessee to the Lessor, under this Lease, are exclusive of GST.

**14.2 Lessee to pay GST**

The Lessee must pay additional to any amounts payable by the Lessee for a Taxable Supply, any GST payable by the Lessor in respect of the Taxable Supply made under this Lease.

**14.3 Tax invoice**

Where GST is payable, the Lessor shall provide to the Lessee, a Tax Invoice in the format and form required as set out in the GST Law.

**14.4 Notification is conclusive**

A written notification given to the Lessee by the Lessor of the amount of GST that the Lessor is liable to pay on a Taxable Supply made or to be made under this Lease is conclusive between the parties except in the case of an obvious error.

**14.5 Lessee must pay GST at same time**

The Lessee must pay to the Lessor the amount of the GST that the Lessee is liable to pay under this Lease, at the same time and in the same manner, as the Lessee is obliged to pay for the Taxable Supply, or otherwise on demand.

**14.6 Apportionment of GST**


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

ATTESTATION SHEET

Executed by the parties as a Deed on the 1<sup>st</sup> day of July in the year 2015

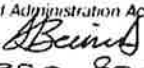
LESSOR SIGNS HERE (NOTE 7)

(Signed for the STATE OF WESTERN AUSTRALIA  
for and on behalf of the MINISTER FOR LANDS by

  
.....  
(Print full name)

Colin David Slattery  
Director General  
Department of Lands

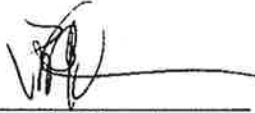
Position .....  
Department of Lands  
pursuant to a delegation of the Minister for Lands' powers  
under section 9 of the Land Administration Act 1997  
in the presence of:

  
Sandra Jean Banicek  
.....  
(Print full name)

Position Executive Assistant  
Department of Lands

LESSEE/S SIGN HERE (NOTE 7)

EXECUTED BY PASTORAL MANAGEMENT PTY LTD (ACN 124 021 512) in accordance with Section 127 of the Corporations Act 2001 (Cth) by authority of its directors:

  
.....  
Director's Signature

CHEN ZENG  
.....  
Director's Full Name

  
.....  
Director/Secretary's Signature

CHEONG WING YAU  
.....  
Director/Secretary's Full Name

STAMPED COPY  
100011274

### INSTRUCTIONS

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

### NOTES

#### 1. DESCRIPTION OF LAND

Lot and Diagram/Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.  
The Certificate of Crown Land Title Volume and Folio number to be stated.

#### 2. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS

In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the Crown Land Title:

- a) In the Second Schedule;
  - b) If no Second Schedule, that are encumbrances.
- (Unless to be removed by action or document before registration hereof)

Do not show any:

- (a) Easement Benefits or Restrictive/Covenant Benefits; or
  - (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).
- The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram.  
If none show "nil".

#### 3. LESSOR

State the full name of the Lessor and the address to which future notices can be sent.

#### 4. LESSEE

State full name of 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.

#### 5. TERM OF PASTORAL LEASE

Term to be stated in years, months and days.  
Commencement date to be stated.

#### 6. RECITE ANY EASEMENTS TO BE CREATED

Here set forth Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".

#### 7. EXECUTION

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

EXAMINED

NO DUPLICATE  
LEASE LODGED

N 50076 L

01 Jul 2015 08:30:00 Perth



REG \$ 154.00

### LEASE (L)

LODGED BY Department of Lands

ADDRESS: 2nd Floor, 1101-1103, 1105, 1107, 1109, 1111, 1113, 1115, 1117, 1119, 1121, 1123, 1125, 1127, 1129, 1131, 1133, 1135, 1137, 1139, 1141, 1143, 1145, 1147, 1149, 1151, 1153, 1155, 1157, 1159, 1161, 1163, 1165, 1167, 1169, 1171, 1173, 1175, 1177, 1179, 1181, 1183, 1185, 1187, 1189, 1191, 1193, 1195, 1197, 1199, 1201, 1203, 1205, 1207, 1209, 1211, 1213, 1215, 1217, 1219, 1221, 1223, 1225, 1227, 1229, 1231, 1233, 1235, 1237, 1239, 1241, 1243, 1245, 1247, 1249, 1251, 1253, 1255, 1257, 1259, 1261, 1263, 1265, 1267, 1269, 1271, 1273, 1275, 1277, 1279, 1281, 1283, 1285, 1287, 1289, 1291, 1293, 1295, 1297, 1299, 1301, 1303, 1305, 1307, 1309, 1311, 1313, 1315, 1317, 1319, 1321, 1323, 1325, 1327, 1329, 1331, 1333, 1335, 1337, 1339, 1341, 1343, 1345, 1347, 1349, 1351, 1353, 1355, 1357, 1359, 1361, 1363, 1365, 1367, 1369, 1371, 1373, 1375, 1377, 1379, 1381, 1383, 1385, 1387, 1389, 1391, 1393, 1395, 1397, 1399, 1401, 1403, 1405, 1407, 1409, 1411, 1413, 1415, 1417, 1419, 1421, 1423, 1425, 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3087, 3089, 3091, 3093, 3095, 3097, 3099, 3101, 3103, 3105, 3107, 3109, 3111, 3113, 3115, 3117, 3119, 3121, 3123, 3125, 3127, 3129, 3131, 3133, 3135, 3137, 3139, 3141, 3143, 3145, 3147, 3149, 3151, 3153, 3155, 3157, 3159, 3161, 3163, 3165, 3167, 3169, 3171, 3173, 3175, 3177, 3179, 3181, 3183, 3185, 3187, 3189, 3191, 3193, 3195, 3197, 3199, 3201, 3203, 3205, 3207, 3209, 3211, 3213, 3215, 3217, 3219, 3221, 3223, 3225, 3227, 3229, 3231, 3233, 3235, 3237, 3239, 3241, 3243, 3245, 3247, 3249, 3251, 3253, 3255, 3257, 3259, 3261, 3263, 3265, 3267, 3269, 3271, 3273, 3275, 3277, 3279, 3281, 3283, 3285, 3287, 3289, 3291, 3293, 3295, 3297, 3299, 3301, 3303, 3305, 3307, 3309, 3311, 3313, 3315, 3317, 3319, 3321, 3323, 3325, 3327, 3329, 3331, 3333, 3335, 3337, 3339, 3341, 3343, 3345, 3347, 3349, 3351, 3353, 3355, 3357, 3359, 3361, 3363, 3365, 3367, 3369, 3371, 3373, 3375, 3377, 3379, 3381, 3383, 3385, 3387, 3389, 3391, 3393, 3395, 3397, 3399, 3401, 3403, 3405, 3407, 3409, 3411, 3413, 3415, 3417, 3419, 3421, 3423, 3425, 3427, 3429, 3431, 3433, 3435, 3437, 3439, 3441, 3443, 3445, 3447, 3449, 3451, 3453, 3455, 3457, 3459, 3461, 3463, 3465, 3467, 3469, 3471, 3473, 3475, 3477, 3479, 3481, 3483, 3485, 3487, 3489, 3491, 3493, 3495, 3497, 3499, 3501, 3503, 3505, 3507, 3509, 3511, 3513, 3515, 3517, 3519, 3521, 3523, 3525, 3527, 3529, 3531, 3533, 3535, 3537, 3539, 3541, 3543, 3545, 3547, 3549, 3551, 3553, 3555, 3557, 3559, 3561, 3563, 3565, 3567, 3569, 3571, 3573, 3575, 3577, 3579, 3581, 3583, 3585, 3587, 3589, 3591, 3593, 3595, 3597, 3599, 3601, 3603, 3605, 3607, 3609, 3611, 3613, 3615, 3617, 3619, 3621, 3623, 3625, 3627, 3629, 3631, 3633, 3635, 3637, 3639, 3641, 3643, 3645, 3647, 3649, 3651, 3653, 3655, 3657, 3659, 3661, 3663, 3665, 3667, 3669, 3671, 3673, 3675, 3677, 3679, 3681, 3683, 3685, 3687, 3689, 3691, 3693, 3695, 3697, 3699, 3701, 3703, 3705, 3707, 3709, 3711, 3713, 3715, 3717, 3719, 3721, 3723, 3725, 3727, 3729, 3731, 3733, 3735, 3737, 3739, 3741, 3743, 3745, 3747, 3749, 3751, 3753, 3755, 3757, 3759, 3761, 3763, 3765, 3767, 3769, 3771, 3773, 3775, 3777, 3779, 3781, 3783, 3785, 3787, 3789, 3791, 3793, 3795, 3797, 3799, 3801, 3803, 3805, 3807, 3809, 3811, 3813, 3815, 3817, 3819, 3821, 3823, 3825, 3827, 3829, 3831, 3833, 3835, 3837, 3839, 3841, 3843, 3845, 3847, 3849, 3851, 3853, 3855, 3857, 3859, 3861, 3863, 3865, 3867, 3869, 3871, 3873, 3875, 3877, 3879, 3881, 3883, 3885, 3887, 3889, 3891, 3893, 3895, 3897, 3899, 3901, 3903, 3905, 3907, 3909, 3911, 3913, 3915, 3917, 3919, 3921, 3923, 3925, 3927, 3929, 3931, 3933, 3935, 3937, 3939, 3941, 3943, 3945, 3947, 3949, 3951, 3953, 3955, 3957, 3959, 3961, 3963, 3965, 3967, 3969, 3971, 3973, 3975, 3977, 3979, 3981, 3983, 3985, 3987, 3989, 3991, 3993, 3995, 3997, 3999, 4001, 4003, 4005, 4007, 4009, 4011, 4013, 4015, 4017, 4019, 4021, 4023, 4025, 4027, 4029, 4031, 4033, 4035, 4037, 4039, 4041, 4043, 4045, 4047, 4049, 4051, 4053, 4055, 4057, 4059, 4061, 4063, 4065, 4067, 4069, 4071, 4073, 4075, 4077, 4079, 4081, 4083, 4085, 4087, 4089, 4091, 4093, 4095, 4097, 4099, 4101, 4103, 4105, 4107, 4109, 4111, 4113, 4115, 4117, 4119, 4121, 4123, 4125, 4127, 4129, 4131, 4133, 4135, 4137, 4139, 4141, 4143, 4145, 4147, 4149, 4151, 4153, 4155, 4157, 4159, 4161, 4163, 4165, 4167, 4169, 4171, 4173, 4175, 4177, 4179, 4181, 4183, 4185, 4187, 4189, 4191, 4193, 4195, 4197, 4199, 4201, 4203, 4205, 4207, 4209, 4211, 4213, 4215, 4217, 4219, 4221, 4223, 4225, 4227, 4229, 4231, 4233, 4235, 4237, 4239, 4241, 4243, 4245, 4247, 4249, 4251, 4253, 4255, 4257, 4259, 4261, 4263, 4265, 4267, 4269, 4271, 4273, 4275, 4277, 4279, 4281, 4283, 4285, 4287, 4289, 4291, 4293, 4295, 4297, 4299, 4301, 4303, 4305, 4307, 4309, 4311, 4313, 4315, 4317, 4319, 4321, 4323, 4325, 4327, 4329, 4331, 4333, 4335, 4337, 4339, 4341, 4343, 4345, 4347, 4349, 4351, 4353, 4355, 4357, 4359, 4361, 4363, 4365, 4367, 4369, 4371, 4373, 4375, 4377, 4379, 4381, 4383, 4385, 4387, 4389, 4391, 4393, 4395, 4397, 4399, 4401, 4403, 4405, 4407, 4409, 4411, 4413, 4415, 4417, 4419, 4421, 4423, 4425, 4427, 4429, 4431, 4433, 4435, 4437, 4439, 4441, 4443, 4445, 4447, 4449, 4451, 4453, 4455, 4457, 4459, 4461, 4463, 4465, 4467, 4469, 4471, 4473, 4475, 4477, 4479, 4481, 4483, 4485, 4487, 4489, 4491, 4493, 4495, 4497, 4499, 4501, 4503, 4505, 4507, 4509, 4511, 4513, 4515, 4517, 4519, 4521, 4523, 4525, 4527, 4529, 4531, 4533, 4535, 4537, 4539, 4541, 4543, 4545, 4547, 4549, 4551, 4553, 4555, 4557, 4559, 4561, 4563, 4565, 4567, 4569, 4571, 4573, 4575, 4577, 4579, 4581, 4583, 4585, 4587, 4589, 4591, 4593, 4595, 4597, 4599, 4601, 4603, 4605, 4607, 4609, 4611, 4613, 4615, 4617, 4619, 4621, 4623, 4625, 4627, 4629, 4631, 4633, 4635, 4637, 4639, 4641, 4643, 4645, 4647, 4649, 4651, 4653, 4655, 4657, 4659, 4661, 4663, 4665, 4667

WESTERN



AUSTRALIA

REGISTER NUMBER

**1501/DP74341**DUPLICATE  
EDITION  
**N/A**

DATE DUPLICATE ISSUED

**N/A**VOLUME  
**LR3165**FOLIO  
**182**

**RECORD OF CERTIFICATE  
OF  
CROWN LAND TITLE  
UNDER THE TRANSFER OF LAND ACT 1893  
AND THE LAND ADMINISTRATION ACT 1997  
NO DUPLICATE CREATED**

The undermentioned land is Crown land in the name of the STATE OF WESTERN AUSTRALIA, subject to the interests and Status Orders shown in the first schedule which are in turn subject to the limitations, interests, encumbrances and notifications shown in the second schedule.



REGISTRAR OF TITLES

**LAND DESCRIPTION:**

LOT 1501 ON DEPOSITED PLAN 74341

**STATUS ORDER AND PRIMARY INTEREST HOLDER:  
(FIRST SCHEDULE)****STATUS ORDER/INTEREST:** PASTORAL LEASE**PRIMARY INTEREST HOLDER:** PASTORAL MANAGEMENT PTY LTD OF GPO BOX 2732, PERTH  
(LC N050076 ) REGISTERED 1/7/2015**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:  
(SECOND SCHEDULE)**

1. C453642 EASEMENT BURDEN FOR RIGHT OF CARRIAGEWAY PURPOSES. SEE DEPOSITED PLAN 74341. REGISTERED 17/11/1982.
2. E198379 EASEMENT TO THE STATE ENERGY COMMISSION OF WESTERN AUSTRALIA FOR GAS PIPELINE PURPOSES. SEE DEPOSITED PLAN 74341. REGISTERED 25/9/1989.  
H591203 SUNDRY. THE GRANTEE OF TRANSFER E198379 IS NOW THE DBNGP LAND ACCESS MINISTER PURSUANT TO THE DAMPIER TO BUNBURY PIPELINE ACT 1997. REGISTERED 6/11/2000.
3. E198381 EASEMENT TO THE STATE ENERGY COMMISSION OF WESTERN AUSTRALIA FOR GAS PIPELINE PURPOSES. SEE DEPOSITED PLAN 74341. REGISTERED 25/9/1989.  
H591203 SUNDRY. THE GRANTEE OF TRANSFER E198381 IS NOW THE DBNGP LAND ACCESS MINISTER PURSUANT TO THE DAMPIER TO BUNBURY PIPELINE ACT 1997. REGISTERED 6/11/2000.
4. E367403 EASEMENT TO THE STATE ENERGY COMMISSION OF WESTERN AUSTRALIA. SEE DEPOSITED PLAN 74341. REGISTERED 24/5/1990.  
H591203 SUNDRY. THE GRANTEE OF TRANSFER E367403 IS NOW THE DBNGP LAND ACCESS MINISTER PURSUANT TO THE DAMPIER TO BUNBURY PIPELINE ACT 1997. REGISTERED 6/11/2000.
5. F924685 EASEMENT TO STATE OF WESTERN AUSTRALIA BY RESUMPTION FOR GAS PIPELINE PURPOSES. SEE DEPOSITED PLAN 74341. REGISTERED 10/7/1995.

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## ORIGINAL CERTIFICATE OF CROWN LAND TITLE

REGISTER NUMBER: 1501/DP74341

VOLUME/FOLIO: LR3165-182

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- M769588 NOTIFICATION. THE GRANTEES OF EASEMENT F924685 ARE NOW ALINTA ENERGY GGT PTY LTD, SOUTHERN CROSS PIPELINES AUSTRALIA PTY LTD AND SOUTHERN CROSS PIPELINES (NPL) AUSTRALIA PTY LTD. PURSUANT TO SECTION 20(5) OF THE PETROLEUM PIPELINES ACT 1969. LODGED 16/9/2014.
6. G205196 EASEMENT TO STATE OF WESTERN AUSTRALIA BY RESUMPTION FOR GAS PIPELINE PURPOSES. SEE DEPOSITED PLAN 74341. REGISTERED 19/6/1996.
- G279072 NOTIFICATION. THE GRANTEES OF EASEMENT G205196 ARE NOW WESMINCO OIL PTY LTD, NORMANDY PIPELINES PTY LTD AND PILBARA ENERGY PTY LTD. PURSUANT TO 26(1) OF THE GOLDFIELDS GAS PIPELINE AGREEMENT ACT 1994. LODGED 12/9/1996.
7. G875450 EASEMENT TO APACHE NORTHWEST PTY LTD, APACHE HARRIET PTY LTD, APACHE VARANUS PTY LTD, HARDY PETROLEUM LTD, NEW WORLD OIL AND DEVELOPMENTS PTY LTD, NOVUS UK (HARRIET) LTD, TAP (HARRIET) PTY LTD AND KUFPEC AUSTRALIA PTY LTD FOR PETROLEUM PIPELINE PURPOSES. RECORDED PURSUANT TO SECTION 19(4) OF THE PETROLEUM PIPELINES ACT 1969. SEE DEPOSITED PLAN 74341. REGISTERED 13/8/1998.
8. H591203 SUNDRY. PORTION OF THE LAND HEREIN IS WITHIN THE DBNGP CORRIDOR PURSUANT TO THE DAMPIER TO BUNBURY PIPELINE ACT 1997. SEE DEPOSITED PLAN 74341 AS CREATED ON DEPOSITED PLAN 95902, 193390, 215503, 215504, 215505, 215600 & 215601. REGISTERED 6/11/2000.
9. I209639 SUNDRY. PORTION OF THE LAND HEREIN IS WITHIN THE DBNGP CORRIDOR PURSUANT TO THE DAMPIER TO BUNBURY PIPELINE ACT 1997. SEE DEPOSITED PLAN 74341 AS CREATED ON DEPOSITED PLAN 220813, 220814 & 220815. REGISTERED 20/8/2002.
10. I209640 TAKING ORDER. THE DESIGNATED PURPOSE OF THE INTEREST TAKEN IS STATE CORRIDOR RIGHTS TO THE DBNGP LAND ACCESS MINISTER UNDER THE PROVISIONS OF THE DAMPIER TO BUNBURY PIPELINE ACT 1997. SEE DEPOSITED PLAN 74341. REGISTERED 20/8/2002.
11. I515597 SUNDRY. PORTION OF THE LAND HEREIN IS WITHIN THE DBNGP CORRIDOR PURSUANT TO THE DAMPIER TO BUNBURY PIPELINE ACT 1997. SEE DEPOSITED PLAN 74341 AS CREATED ON DEPOSITED PLAN 26805. REGISTERED 13/6/2003.
12. I529856 TAKING ORDER. THE DESIGNATED PURPOSE OF THE INTEREST TAKEN IS STATE CORRIDOR RIGHTS TO THE DBNGP LAND ACCESS MINISTER UNDER THE PROVISIONS OF THE DAMPIER TO BUNBURY PIPELINE ACT 1997. SEE DEPOSITED PLAN 74341. REGISTERED 25/6/2003.
13. L528640 EASEMENT TO DBNGP (WA) PTY LTD FOR PIPELINE PURPOSES. SEE DEPOSITED PLAN 74341. REGISTERED 12/1/2011.
14. L790223 EASEMENT TO CHEVRON (TAPL) PTY LTD, MOBIL AUSTRALIA RESOURCES COMPANY PTY LTD, SHELL DEVELOPMENT (AUSTRALIA) PTY LTD, OSAKA GAS GORGON PTY LTD, TOKYO GAS GORGON PTY LTD AND CHUBU ELECTRIC POWER GORGON PTY LTD FOR PETROLEUM PIPELINE PURPOSES. RECORDED PURSUANT TO SECTION 19(4) OF THE PETROLEUM PIPELINES ACT 1969. SEE DEPOSITED PLAN 74341. REGISTERED 22/11/2011.
15. M182147 AUTHORISATION ORDER FOR THE TAKING OF INTERESTS. AS TO PORTION ONLY. REGISTERED 11/2/2013.
16. N050076 LEASE. SUBJECT TO THE TERMS AND CONDITIONS AS SET OUT IN THE LEASE. REGISTERED 1/7/2015.
- N050077 MORTGAGE OF LEASE N050076 TO BANK OF CHINA LTD REGISTERED 1/7/2015.
17. N365935 AUTHORISATION ORDER FOR THE TAKING OF INTERESTS. AS TO PORTION ONLY. REGISTERED 27/6/2016.
18. N567168 PORTION FOR LOTS ON DP401284 TO VOL LR3168 FOL 4, 6 REGISTERED 2/3/2017.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF CROWN LAND TITLE-----

## STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land

END OF PAGE 2 - CONTINUED OVER

ORIGINAL CERTIFICATE OF CROWN LAND TITLE

REGISTER NUMBER: 1501/DP74341

VOLUME/FOLIO: LR3165-182

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and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP74341  
PREVIOUS TITLE: LR3103-790, LR3103-791  
PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.  
LOCAL GOVERNMENT AUTHORITY: NO LOCAL GOVERNMENT AUTHORITY INFORMATION AVAILABLE  
RESPONSIBLE AGENCY: DEPARTMENT OF LANDS (SLSD)

NOTE 1: M829336 SUBJECT TO SURVEY - NOT FOR ALIENATION PURPOSES  
NOTE 2: K483964 DEPOSITED PLAN (INTEREST ONLY) 53484 LODGED  
NOTE 3: K932109 DEPOSITED PLAN (INTEREST ONLY) 59564 LODGED  
NOTE 4: L877561 DEPOSITED PLAN 72683 LODGED FOR INTEREST PURPOSES ONLY.  
NOTE 5: M977935 CORRESPONDENCE FILE 00998-2014-01RO  
NOTE 6: N088287 DEPOSITED PLAN (INTEREST ONLY) 402880 LODGED.

WESTERN



AUSTRALIA

RECORD OF CERTIFICATE  
OF  
CROWN LAND TITLE  
UNDER THE TRANSFER OF LAND ACT 1893  
AND THE LAND ADMINISTRATION ACT 1997  
**NO DUPLICATE CREATED**

REGISTER NUMBER

**4999/DP403120**DUPLICATE  
EDITION  
**N/A**

DATE DUPLICATE ISSUED

**N/A**VOLUME  
**LR3165**FOLIO  
**181**

The undermentioned land is Crown land in the name of the STATE OF WESTERN AUSTRALIA, subject to the interests and Status Orders shown in the first schedule which are in turn subject to the limitations, interests, encumbrances and notifications shown in the second schedule.



REGISTRAR OF TITLES

**LAND DESCRIPTION:**

LOT 4999 ON DEPOSITED PLAN 403120

**STATUS ORDER AND PRIMARY INTEREST HOLDER:  
(FIRST SCHEDULE)****STATUS ORDER/INTEREST:** PASTORAL LEASE**PRIMARY INTEREST HOLDER:** PASTORAL MANAGEMENT PTY LTD OF GPO BOX 2732, PERTH  
(LC N050076 ) REGISTERED 1/7/2015**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:  
(SECOND SCHEDULE)**

- L.** N050076 LEASE, SUBJECT TO THE TERMS AND CONDITIONS AS SET OUT IN THE LEASE. REGISTERED 1/7/2015.  
N050077 MORTGAGE OF LEASE N050076 TO BANK OF CHINA LTD REGISTERED 1/7/2015.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF CROWN LAND TITLE-----

**STATEMENTS:**

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP403120  
PREVIOUS TITLE: LR3103-790  
PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.  
LOCAL GOVERNMENT AUTHORITY: CITY OF KARRATHA  
RESPONSIBLE AGENCY: DEPARTMENT OF LANDS (SLSD)

NOTE 1: M829337 SUBJECT TO SURVEY - NOT FOR ALIENATION PURPOSES  
NOTE 2: K301902 DEPOSITED PLAN 57163 LODGED

END OF PAGE 1 - CONTINUED OVER



ORIGINAL CERTIFICATE OF CROWN LAND TITLE

REGISTER NUMBER: 4999/DP403120 VOLUME/FOLIO: LR3165-181

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NOTE 3: M977935 CORRESPONDENCE FILE 00998-2014-01RO



## RATE NOTICE

FINANCIAL YEAR 01/07/2017 - 30/06/2018  
WELCOME ROAD, KARRATHA WA 6714  
PO BOX 219, KARRATHA WA 6714  
Telephone: (08) 9186 8555 | Fax: (08) 9185 1626  
www.karratha.wa.gov.au  
OFFICE HOURS 8.30am - 4.30pm Mon-Fri.

## TAX INVOICE

ABN: 83 812 049 708

Any queries regarding your valuation should be directed to Landgate via their website [www.landgate.wa.gov.au](http://www.landgate.wa.gov.au) or by telephoning (08) 9273 7373 and quote your VEN as below.

SHOULD THE NAME OR ADDRESS SHOWN BE INCORRECT, PLEASE ADVISE COUNCIL IN WRITING.



049 0000665

Pastoral Management Pty Ltd  
C/- Citic Pacific Mining Management Pty  
Attn: Tim Knowles  
Gpo Box 2732  
PERTH WA 6001

ASSESSMENT NUMBER	A5173
DUE DATE	28 August 2017
Date of Issue	24/07/2017
Ward	WICKHAM-PT SAMSON-ROEBOUR
Valuation	\$264,920 - UV
Valuation Date	1 August 2014
VEN	1949033
Rating Category	Pastoral
Late Payment Interest	11%
Zoning	Rural
Land Status	
Minimum Payment	\$313.00

### DESCRIPTION OF RATED LAND

1501, 4999 North West Coastal Highway, Mardie  
LOT: 1501,4999,154,263

DETAILS	RATE IN \$ or CHARGE/SERVICE	CURRENT	ARREARS	TOTAL
Rates	0.099613	\$26,389.48		\$26,389.48
Emergency Services Levy (Category: 5, Valuation: \$264,920)	\$75.00	\$75.00		\$75.00
Penalty Interest			\$7.87	\$7.90
ESL Penalty			\$0.02	\$0.02
GST is nil				\$0.00
TOTAL AMOUNT				\$26,472.40



SEE OVER FOR IMPORTANT INFORMATION  
Please see over/attached for additional information and default consequences

### PAYMENT OPTIONS NOTE: PAYMENTS NOT RECEIVED BY THE DUE DATE MAY INCUR PENALTY INTEREST, ACCRUED DAILY, AS PER THE ABOVE RATE.

OPTION No.	PAYMENTS	DUE DATES	AMOUNTS
1 One Payment No Cost	Payment \$26,472.40	28 August 2017	\$26,472.40 Due 28/08/17
2 Two Instalments Cost of Option \$112.48	First Instalment \$13,296.48 Second Instalment \$13,288.40 Total \$26,584.88	28 August 2017 30 October 2017	\$13,296.48 Due 28/08/17
3 Four Instalments Cost of Option \$348.84	First Instalment \$6,711.34 Second Instalment \$6,703.30 Third Instalment \$6,703.30 Fourth Instalment \$6,703.30 Total \$26,821.24	28 August 2017 30 October 2017 8 January 2018 12 March 2018	\$6,711.34 Due 28/08/17

POSTAL REMITTANCE: NO RECEIPT WILL BE ISSUED UNLESS-  
(1) THIS BOX IS TICKED ☐ and (2) THE NOTICE IS RETURNED INTACT WITH REMITTANCE

ASSESSMENT No: A5173  
NAME: Pastoral Management Pty Ltd  
PROPERTY ADDRESS: 1501, 4999 NORTH WEST COASTAL HIGHWAY, MARDIE

## REMITTANCE ADVICE

I/We **elect** to pay by (please tick box)

Signed:.....

Electronic Payment Reference

Ref No. 1000051739

<input type="checkbox"/>	OPTION 1	\$26,472.40
<input type="checkbox"/>	OPTION 2	\$13,296.48
<input type="checkbox"/>	OPTION 3	\$6,711.34

Minimum Amount: \$20

To be received by 28/08/2017

RATES INFORMATION ON REVERSE SIDE

## 1. CHANGE OF OWNERSHIP

Under the provisions of the Local Government Act, when a person (whether as principal or agent) sells or disposes of land, the owner/agent must advise Council in writing within 21 days of the change in ownership, giving full details of the purchaser.

## 2. CHANGE OF POSTAL ADDRESS

Please advise Council promptly in writing of any change in your address. There is an obligation for owners to ensure that Council has the correct address for service of notices.

## 3. OBJECTIONS

A property owner may object to the rate record of a local government on the grounds that there is an error in the rate record:

- with respect to the identity of the owner or occupier of the land;
- on the basis that the land or part of the land is not rateable; or
- if a differential general rate is imposed, that the characteristics of the land recorded in the rate record as the basis for imposing that rate should be deleted and other characteristics substituted

Objections to the rate record must be made IN WRITING within 42 days of the service of a rate notice. Objections must identify the relevant land and set out fully and in detail the grounds of objection.

A property owner may lodge an objection against the valuation of a property within 60 days of the date of issue of the rates notice. Such objections should be IN WRITING and lodged direct to Landgate, PO Box 2222 Midland WA 6936. For further information about objections to a property's valuation, call the Valuer General's office on (08) 9273 7373.

**Ratepayers should note that the rates must be paid as assessed irrespective of whether an objection has been lodged. Any reduction in rates as a result of a successful objection will be credited to the ratepayer.**

## 4. PAYMENT BY INSTALMENTS

Ratepayers may elect to pay their annual rates by 2 or 4 instalments. Details of due dates and interest costs are displayed on the front of the rates notice. Reminder notices will be sent for payment of subsequent instalments. Any arrears are due and payable immediately, although if legal action has not been taken for recovery, arrears may be included with the first instalment (penalty interest accrues daily on arrears). **The instalment option is not available to ratepayers who continue to have arrears after the due date.** Also note that all charges, including refuse service charges, are due in full, and are included in the first instalment. **To elect to pay by instalments, please ensure that your payment of the FIRST INSTALMENT AND ANY ARREARS BALANCE is received by the DUE DATE, or the right to pay by instalments is FORFEITED.** Should any ratepayers believe that they may experience difficulty in paying this account, please contact the rates section IMMEDIATELY to make alternative arrangements for payment. A fee for this will apply.

## 5. PENALTY INTEREST

Penalty interest at the rate of 11% per annum continues to accrue daily on any arrears amounts and will accrue daily on amounts which remain unpaid after the DUE DATE. This includes any instalments which are not paid by the DUE DATE. Penalty interest does not apply to current rates due by registered Pensioners or Seniors, although refuse and other charges will incur penalty interest if they remain outstanding after the DUE DATE.

## 6. INTERIM RATES

Council may be required to issue interim rates during the course of the financial year. Reasons for this include:

Subdivision of land; amalgamation of land; changes in valuation; completion of new building; additions to existing buildings; demolition of improvements.

When an updated valuation is received from Landgate, Council is required to reassess the rates for the current year and in some cases up to 5 prior years.

## 7. SWIMMING POOL / SPA INSPECTION FEE

State Government Legislation requires Council to inspect the safety barriers of all private swimming pools and spas so that a period of not more than four years elapses between inspections. The fee charged to property owners is to cover this requirement.

## 8. PENSIONERS / SENIORS

Eligibility provisions for any person seeking to register with Council for a rating concession are:

- must be an owner AND occupier of rateable property at 1 JULY or earlier, and

If a Pensioner either:

- must receive a pension AND hold a current Pensioner Concession Card or State Concession Card, or
- hold both a Seniors Card issued by the Office of Seniors Interests AND a Commonwealth Seniors Health Card; or

Pensioners who meet the eligibility criteria are entitled to claim a rebate of up to 50% (subject to a maximum amount). The option of deferment is also available for eligible pensioners. If a Senior, hold a Seniors Card issued by the Office of Seniors Interests. Seniors who meet the eligibility criteria are entitled to claim a rebate of up to 25% (subject to a maximum amount). The option of deferment is not available.

If you are not registered with Council as an eligible Pensioner or Senior, and feel that you may be eligible, please contact the City's rates section IMMEDIATELY. Rebates apply to current rates and Emergency Services Levy only, and not to rubbish collection and other charges, which must be paid in full by the DUE DATE shown on this notice. If your circumstances change – particularly in respect to your ownership or occupation of the property, or your eligibility as a Pensioner or Senior – you MUST give notice immediately to the Council so that the registration may be amended or cancelled.

A pro-rata rebate may be available from the date of registration to Pensioners and Seniors who become eligible after 1 July. The rebate is provided by the WA State Government.

## 9. EMERGENCY SERVICES LEVY

The Emergency Services Levy (ESL) is forwarded to Department of Fire and Emergency Services (DFES) (formerly the Fire and Emergency Services Authority WA). DFES funds Western Australia's (WA) fire and emergency services including the career Fire and Rescue Service, Volunteer Fire and Rescue Service, Bush Fire Brigades, SES units and DFES units throughout WA. For further information, visit the DFES website at [www.dfes.wa.gov.au](http://www.dfes.wa.gov.au) or phone 1300 136 099. Pensioners or Seniors who are eligible for a concession will also be entitled to a similar concession on the Emergency Services Levy.

## 10. OVERDUE ACCOUNTS

**Rates and Charges which are not paid (either in full or by instalment) within 35 days of the date of issue are deemed to be in arrears, and LEGAL ACTION for recovery may be commenced.** Rates and the Emergency Services Levy due by registered Pensioners or Seniors which are subject to a rebate or deferment are excluded. Annual charges (rubbish collection and swimming pool inspection fee, where applicable) are NOT subject to a rebate or deferment.



**Mail**  
Detach payment slip and post to  
PO Box 219 Karratha WA 6714



**BPAY**  
Contact your participating Financial Institution to arrange payment  
from your cheque, savings or credit account.  
**Biller Code:** 57356  
**Reference:** See electronic payment reference on payment slip overleaf

**In Person**  
Present notice intact to Council's Administration Office  
Welcome Rd Karratha.  
Cash, EFTPOS, cheque accepted.



**On the Phone**  
Ph: 1300 276 468  
**Payment Code:** 57356  
**Reference:** See electronic payment reference on  
payment slip overleaf, minimum amount \$20.



**On the Internet**  
[www.karratha.wa.gov.au](http://www.karratha.wa.gov.au)  
**Reference:** See electronic payment reference on  
payment slip overleaf, minimum payment \$20.

### CHANGE OF POSTAL ADDRESS PLEASE SHOW CURRENT DETAILS BELOW

PHONE No ..... ASSESSMENT No .....

NAME(S) IN FULL .....

ADDRESS .....

POST CODE .....

EMAIL ADDRESS .....

SIGNED ..... DATE .....

ALL OWNERS TO SIGN

### COMPLETE & RETURN FOR MAIL PAYMENTS ONLY

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<input type="checkbox"/>	VISA	<input type="checkbox"/>	MasterCard
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CARD HOLDER'S NAME .....

CARD HOLDER'S ADDRESS .....

EXPIRY DATE  /  /  CCV No.

CARD HOLDER'S SIGNATURE ..... \$ ..... AMOUNT

DATE ..... / ..... / .....

## Nia Cardian

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**From:** Phillip Trestail <phillip.trestail@karratha.wa.gov.au>  
**Sent:** Friday, 10 November 2017 10:57 AM  
**To:** Lynch, Eve  
**Cc:** Doyle, Darcy; Linda Phillips  
**Subject:** RE: OCR158074 - Pastoral Management Pty Ltd  
**Attachments:** Pages from 10.3\_Att01\_Aerial\_maps.pdf

Hi Eve,

Please find attached an aerial picture showing the location of the buildings on site.

In relation to underlying tenure, I note that the buildings are on mining lease M08/125. Although the State Government Policy on the application of GRV to mining, petroleum and resource interests applies to the land because it is a *relevant interest* or *resource interest*, the City is obliged to consult with the 'ratepayer' and/or 'affected property owner'. Given that PMPL is the ratepayer and CPM is the owner as defined by both the *Local Government Act 1995* and the *Mining Act 1978*, the City is required to consult PMPL/CPM.

As previously discussed, Landgate has advised the City that 'due to the relative isolated nature of the improvements, the GRVs have been determined on the basis of *assessed value*, which is 5% of the capital value'.

I apologise for the delay in providing this information. Given the delay, the due date for submissions from your client has been extended to Friday 17<sup>th</sup> November.

Please do not hesitate to contact me if you wish to discuss this matter further.

Kind regards,

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**Phillip Trestail**  
Director Corporate Services



**Direct:** 08 9186 8538  
**Email:** [phillip.trestail@karratha.wa.gov.au](mailto:phillip.trestail@karratha.wa.gov.au)  
**Tel:** (08) 9186 8555  
**Fax:** (08) 9185 1626  
**[www.karratha.wa.gov.au](http://www.karratha.wa.gov.au)**

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**From:** Lynch, Eve [mailto:Eve.Lynch@allens.com.au]  
**Sent:** Friday, 3 November 2017 10:25 AM  
**To:** Phillip Trestail <phillip.trestail@karratha.wa.gov.au>  
**Cc:** Doyle, Darcy <Darcy.Doyle@allens.com.au>; Linda Phillips <linda.phillips@karratha.wa.gov.au>  
**Subject:** OCR158074 - Pastoral Management Pty Ltd  
**Importance:** High

Dear Phillip,

**OCR158074 - Pastoral Management Pty Ltd**

You will recall that we met two weeks ago to discuss the City's letter dated 4 October 2017.

At that meeting, you indicated you would provide us with more information concerning the precise location of the land identified in the letter (i.e., the location of the Admin & Amenities Buildings, Workshop & Tool Store and Welding Workshop). In particular, we were after a map (or aerial diagram) showing the location of these facilities, including confirmation of the underlying tenure.

Further, we understood you may be in a position to provide us with correspondence from the Valuer-General's office explaining the basis for the 'indicative GRV' calculation in the letter.

I thought I would touch base as we have not received anything further at this stage. As our client's submission is due next Friday, I would be grateful if you could assist as soon as convenient. Could you let me know if you are available to discuss?

Happy to discuss at your convenience.

Best regards,

Eve

Eve Lynch  
Partner, **Allens**  
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Admin & Amenities

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