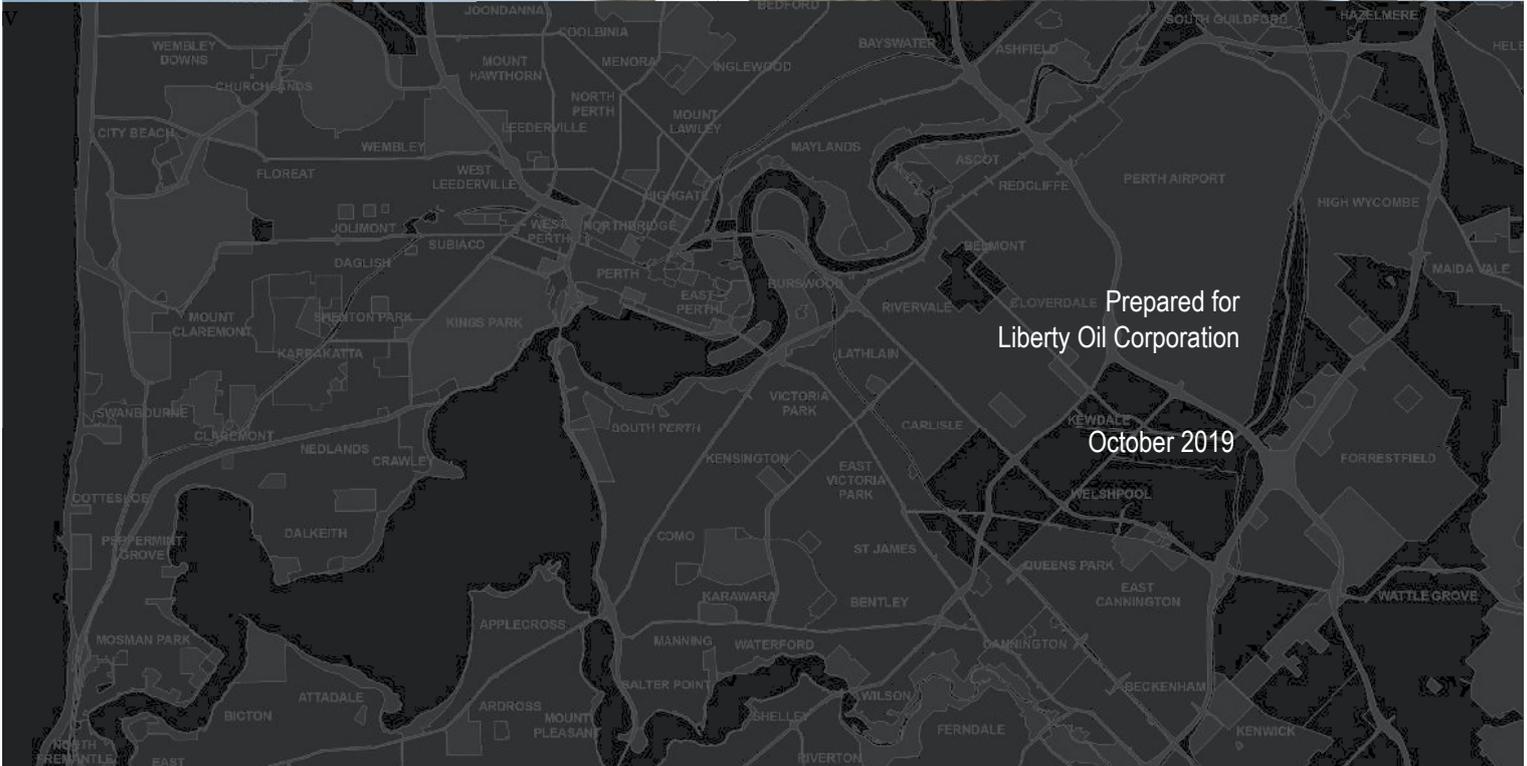


Proposed Roadhouse Upgrades Development Application

Lot 100 (10805) Brand Highway
Cataby, WA

PLANNING SOLUTIONS
URBAN & REGIONAL PLANNING

PS



Prepared for
Liberty Oil Corporation

October 2019

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1 Preliminary

1.1 Introduction

Planning Solutions acts on behalf of Liberty Oil Corporation Pty Ltd, the proponent of the proposed roadhouse upgrades at Lot 100 (10805) Brand Highway, Cataby (**subject site**). Planning Solutions has prepared the following report in support of an Application for Development Approval for the proposed upgrades to the Liberty Oil Roadhouse on the subject site.

This report will discuss various matters pertinent to the proposal, including:

- Background.
- Site details.
- Proposed development.
- Town Planning considerations.

This application seeks approval to upgrade an existing roadhouse, which provides both refuelling facilities for light and heavy vehicles, resting facilities, accommodation, and the retail sale of goods of a convenience nature. The application proposes upgraded refuelling facilities including separated heavy and light vehicle forecourt areas.

The upgraded roadhouse will continue to provide essential and the uninterrupted sale of fuel and convenience goods to the local community and patrons travelling along Brand Highway. The historic roadhouse is suitably located along Brand Highway, a key north-south regional road connecting Perth to the Mid-West and Wheatbelt regions.

We respectfully request the Mid-West/Wheatbelt Joint Development Assessment Panel (**JDAP**) grant approval to the proposed development.

1.2 Background

1.2.1 Previous approvals

An archive search was lodged with the Shire in July 2019 to obtain copies of any development and building approvals, and accompanying stamped approved plans applicable to the subject site. The variety of approvals which exist primarily detail the development of a service station facility. All approvals are available at **Appendix 1** of this report, and to this date, detail the established operations of a roadhouse at the subject site. The approvals which have not been archived confirm the roadhouse has historically operated at the subject site as far back as the 1970's.

Various upgrades to the existing roadhouse have been sought overtime, including the following noteworthy approvals:

19 February 1974 building licence

Building approval was granted by the Shire on 19 February 1974 for the BP Roadhouse redevelopment. The development plans detail the development of:

- Restaurant and retail building.
- Refuelling facilities.
- Car parking, access and landscaping areas.
- Caretakers accommodation and courtyard.
- Vehicle repairs service bay.
- Southern accommodation block.

10 December 1975 Public Health Department

Approval for the installation of an oxidation pond was granted by the Department of Health (former Public Health Department) on 10 December 1975. A further approval was obtained on 7 November 1985 for the oxidation ponds to the far south-western aspect of the subject site.

Refer **Appendix 1** for a copy of previous approvals applicable to the subject site.

1.2.2 Meeting with local authority

Consultation and pre-lodgement engagement occurred with the Shire of Dandaragan (**Shire**) with respect to the proposed upgrades.

On 19 August 2019, Planning Solutions and Transcore attended a meeting with senior officers of the Shire. The Shire provided no 'in-principle' objection to the redevelopment of the roadhouse from a land use perspective, subject to general compliance with the relevant standards of the local planning framework and inclusion of relevant technical reporting. It was also confirmed the proposed upgrades specifically relate to built form modifications / additions only, and does not alter the approved use of the subject site for 'Roadhouse' (as defined by the Shire's Local Planning Scheme No.7).

The outcomes of the above meeting have informed refinement and finalisation of the development application and development plans. Particulars of the proposed development are further detailed at section 3 of this report.

2 Site details

2.1 Land description

Refer to **Table 1** below for a description of the land subject to this development application.

Table 1 – Lot details

Lot	Diagram	Volume	Folio	Area (m ²)
100	66700	1700	772	17,800

Refer **Appendix 2** for a copy of the Certificate of Title and Diagram.

2.1.1 Notifications and Encumbrances

The following encumbrances are listed on the Certificate of Title:

- Lease (K286434) to Telstra Corporation for a portion of the site. The extent of the existing Telstra Corporation lease area is outlined on the development plans, and is not affected by the proposed upgrades at the subject site.
- Lease (O120472) to Liberty Oil Property Pty Ltd for the existing premises.
- Memorial (L709120) under the *Contaminated Sites Act 2003*. The encumbrance classifies the site as “possibly contaminated – investigation required”. However, the Department of Water and Environment Regulation (**DWER**) contaminated sites database (October 2019) identifies the site is not classified as a contaminated site, nor remediated site for restricted use.

Refer to **Appendix 3** for a copy of the Lease documents (K286434 and O120472) and Memorial (L709120).

2.2 Location

2.2.1 Regional context

The subject site is located within the locality of Cataby, approximately 150 kilometres north of metropolitan Perth, 18 kilometres west of Dandaragan and 68 kilometres south-east of Jurien Bay.

The subject site fronts a local service road which directly connects and runs adjacent to Brand Highway. Brand Highway is a “Primary Distributor Road” (ie. State Road) under the Main Roads functional roads hierarchy. Brand Highway is a key transport route through the Mid-West Wheatbelt regions of Western Australia, connecting the northern outskirts of Perth to Geraldton. Additionally, Brand Highway connects to other key locations throughout the region such as Muchea, Gingin, Dongara and Eneabba.

The subject site is located within the municipality of the Shire of Dandaragan (**Shire**).

2.2.2 Local context, land use and topography

The subject site is situated within the northern fringe of Cataby, and at the western side of the Brand Highway and Caro Road intersection.

Cataby comprises two service stations, short term accommodation facilities and general rural living properties. A Caltex service station is located further south-east along Brand Highway, within the southern fringe of Cataby.

The locality surrounding the subject site is generally characterised as follows:

- North – rural residential dwellings and associated outbuildings.
- East – broad hectare farmland utilised for cropping and grazing.
- South – Iluka Resources minerals sands mine.
- West – Glassy's Hat Hotel. Broad hectare farmland is located further west of the Hotel site.

The subject site is bounded by Brand Highway (currently a two-lane undivided carriageway) to the north and Caro Road to the south. Brand Highway in the vicinity of the subject site is within Main Roads WA (MRWA) RAV Network 7, and legally able to accommodate vehicles up to 36.5m in-length. Brand Highway in the vicinity of the subject site carries on average in the order of 1,420 vehicles per day throughout 2016/17. A portion of Caro Road to the extent it connects the local service road is also within MRWA RAV Network 7.

The subject site has direct frontage to a local service road catering for vehicles travelling between Perth and Geraldton. The local service road provides access from Brand Highway to both the Liberty Roadhouse and Glassy's Hat Hotel. A TransWA coach stop is situated within the northern landscaping strip of the service road. TransWA services connect Cataby to East Perth and Geraldton.

The subject site contains a Liberty Oil roadhouse which provides refuelling facilities for light and heavy vehicles. The roadhouse incorporates a retail building that provides resting facilities, and the sale of food and convenience items. A caretaker residence integrates within and extends south of the retail building. An accommodation block is located south-west of the retail building, and an underground septic tank is located to the south-western corner of the accommodation block. Underground pipelines connect the septic tank to two oxidation ponds located within the far southern corner of the subject site, adjacent to Caro Road. The oxidation ponds are located approximately 270m from the roadhouse and retail building.

The subject site also contains a Telstra Corporation lattice tower and ground level equipment shelter, within a security fenced compound. The compound area is located at the eastern aspect of the subject site adjacent to Caro Road. An existing bore and enclosure containing monitoring equipment is located further south-west adjacent to Caro Road.

In terms of topography, the subject site gently slopes from the east at 127m (AHD) to the west at 120m (AHD).

Refer **Figure 1**, aerial photograph and **Photographs 1-6** which depict the subject site and surrounds.



Photograph 1 – Subject site as viewed from Brand Highway, looking south-west.



Photograph 2 – Subject site and Telstra compound as viewed from Caro Road, looking west.



Photograph 3 – Subject site as viewed from local service road, looking south-east.



Photograph 4 – Retail building from local service road, looking west.



Photograph 5 – Existing caretaker accommodation, looking north.

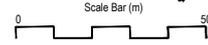


Photograph 6 – Subject site and bore water monitoring equipment, looking south-west.

LEGEND



Subject Site



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3 Proposed development

The proposal simply seeks to upgrade the existing roadhouse, which provides for the retail sale of fuel for light and heavy vehicles, and goods of a convenience/retail nature including the sale of food to be eaten on or off the premises. The proposal includes dedicated heavy vehicle access, upgraded refuelling facilities, resting and eating facilities, landscaping and signage associated with Liberty Oil's corporate branding and design.

The upgraded facility is specifically designed to cater for vehicles up to 36.5m in-length, and will provide essential fuel and convenience retailing services to the range of vehicles travelling along Brand Highway (a major freight transport route between Perth and Geraldton), and the local community in general. The upgraded roadhouse and overall site layout ensures the safe movement of vehicles through the site from Brand Highway.

The established roadhouse development also provides accommodation facilities, an important resting option for patrons travelling through the wider mid-west / wheatbelt region. As part of the proposed upgrades, these facilities will be relocated to a more suitable location to the rear of the upgraded retail building.

The proposed development is supported by a range of expert assessment and input which demonstrates it is entirely appropriate from a traffic/access and bushfire point of view. The site also serviced by essential utility infrastructure including water supply and wastewater disposal.

The following sub-section provides a detailed description of the proposed upgrades.

3.1 Roadhouse and Retail Building

The development proposes upgrades to the existing roadhouse facility including refuelling facilities, internal and external modifications to the retail building and signage associated with Liberty Oil's corporate branding and design, implemented on all new and refurbished sites across Australia.

Specifically, the following upgrades are proposed:

- Upgrade of the existing retail building and restaurant which is positioned centrally at the subject site. The upgraded retail building includes new shopfront glazing and fascia signage. A new entrance portal is located to the western aspect of the shopfront between both heavy and light vehicle refuelling areas.
- Extension of the existing restaurant east from the retail building. The restaurant will integrate with the retail building to provide improved eating, seating and resting facilities for patrons.
- Removal of the existing toilet block to the western side of the retail building, and installation of a new 59m² toilet block to the rear of the retail building and extended restaurant. The new toilet block will be accessible internally from the restaurant.
- New awning extending across the entirety of the retail building shopfront, and towards the heavy vehicle refuelling area.

- Removal of the existing, and construction of a new fuel canopy for light vehicles comprising a clearance of 5.0m from the forecourt's finished floor level (FFL) and a total height of 6.2m. The canopy houses 16 refuelling spaces (two per bowser) for light vehicles. The new canopy is located adjacent to the existing retail building and extends slightly over the northern side of the retail building, providing added weather protection and comfort for patrons walking between the bowsers and the retail building.
- A truck refuelling canopy with a clearance of 5.8m and a total height of 7.0m, positioned to the western side of the retail building.
- A dedicated heavy vehicle accessway which arches around the rear of the retail building and accommodation block to the heavy vehicle refuelling area. Various trees located to the southern side of the retail building will be removed to accommodate the accessway.
- Relocation of the south-western most accommodation building slightly east.
- Upgrade of two existing crossovers to the Brand Highway service road, providing separated ingress and egress movements.
- Service yard and bin storage area along the southern side of the retail building and caretakers residence, contained within a 2.0m high enclosure. The service yard is accessed via a designated loading bay suitable for the movements and temporary stopping of service vehicles up to 12.5m in-length.
- Fourteen (14) formalised car parking spaces for customers and staff (inclusive of one ACROD bay). Three fuel bowsers are provided beneath the canopy, with four refuelling spaces for heavy vehicles.
- Various Liberty Oil corporate imagery associated with the proposed development, including a 10m-high fuel ID sign adjacent to the service road.
- Various hardstand upgrades resulting from the replacement of aging refuelling equipment.
- Directional line markings to enhance sound manoeuvrability of vehicles through the site.
- Landscaping upgrades throughout the subject site to complement the form and appearance of the overall roadhouse.

Both refuelling canopies are visually permeable structures, supported by structural beams integrated into the bowsers (located centrally within the canopy itself). The main light vehicle refuelling canopy is located adjacent to the retail building for added weather protection and comfort for patrons. The heavy vehicle refuelling canopy is intentionally placed to the western side of the retail building to provide safe ingress / egress for heavy vehicles. In this location, heavy vehicles will access the site via the ingress only crossover to the service road, manoeuvre to the bowsers and exit with minimal conflict with passenger vehicles and pedestrian traffic. The separation of heavy vehicle traffic is consistent with best practice service station design and is an improvement to the existing refuelling arrangements fronting the retail building.

The roadhouse is orientated in a northern and eastern direction to maximise exposure to vehicles travelling along Brand Highway. A 10m high ID sign is provided at the subject site's westernmost crossover, for maximised visibility. This arrangement ensures there is sufficient exposure for patrons travelling along Brand Highway to identify the facility, and ingress the service road and subject site in a safe and orderly manner.

The existing underground storage tanks and refilling point will remain in its current location, to the western side of the new light vehicle refuelling area. The existing above-ground LPG storage tank will be relocated to the southern side of the light vehicle car parking area, to the eastern side of the retail building.

The roadhouse will operate 24 hours per day, seven days per week, and accommodate approximately 2 - 4 staff members on site at any one time.

No changes are proposed to the existing Telstra mobile phone base station, or caretakers residence to the rear of the retail building.

Refer to **Appendix 4** for the development plans, which depict the proposed development.

3.2 Signage

The proposed roadhouse development includes various advertising signage throughout the development site, comprising:

- One 10m high internally illuminated ID sign fronting Brand Highway, adjacent to the Brand Highway service road and egress crossover.
 The proposed sign comprises Liberty Oil corporate logos, partner advertising panels detailing commercial/convenience offerings, and a LED digital fuel price board required under the *Petroleum Producing Pricing Act 1993*.
- One 3.0m wide 'Time Saver' internally illuminated fascia sign integrated on the retail building shopfront, above the new pedestrian entrance portal.
- One 1.7m by 0.69m internally illuminated 'Liberty' lettering along the northern elevation of the light vehicle refuelling canopy.
- One 0.5m by 0.67m internally illuminated Liberty Logo light box along the western and eastern elevation of the light vehicle refuelling canopy.
- One 4.0m by 1.2m internally illuminated 'Diesel Zone' lettering along the northern elevation of the heavy vehicle refuelling canopy.
- Four 0.9m by 1.39m fuel bowser identification signage, located adjacent to the proposed light vehicle refuelling bowsers.

The proposal incorporates high quality advertising signage that complements the style and design of the retail building and both refuelling canopies. The signage is consistent with Liberty Oil's corporate branding implemented on all new and refurbished sites across Australia.

Refer to **Appendix 4** for a copy of the development plans which depict the proposed signage.

3.3 Access, Traffic Circulation and Servicing

3.3.1 Access and traffic circulation

The proposed development and access arrangements are supported by a Traffic Impact Assessment (TIA) prepared by Transcore (refer **Appendix 5**). The TIA confirms the proposal is satisfactory from a traffic and access perspective, and that traffic generation associated with the proposed development will have an insignificant impact on the surrounding road network both under the current and future scenarios

Access will be provided via two existing crossovers to the Brand Highway service road, which will be formalised to ingress only (eastern crossover) and egress only (western crossover). Both existing crossovers will accommodate light and heavy vehicles up to 36.5m in-length. Importantly, the existing turn facilities from Brand Highway to the service road and Caro Road cater uninterrupted movements for the variety of heavy vehicles into the subject site, and provide sufficient room and slowing distances for heavy vehicles.

The facility is specifically designed to cater for the safe and efficient movements of vehicles up to 36.5m in-length, acknowledging the function of Brand Highway as a State freight route. Together with the siting of structures and refuelling facilities, the upgraded development is designed in a manner which splits light and heavy traffic through the site to the extent possible.

Brand Highway is within Main Road Western Australia (**MRWA**) RAV Network 7, and legally able to accommodate vehicles up to 36.5m in-length. Heavy vehicles up to 36.5m in-length will enter the site via the eastern ingress only crossover to the service road, proceed along the eastern property boundary of the subject site and circulate the rear of the retail building towards the heavy vehicle refuelling area. Heavy vehicles will then proceed forward and egress via the service road. This vehicle access configuration as shown on the site plan results in one-way circulation within the subject site and encourages heavy vehicles to enter, navigate and egress the site in a functional, safe and coordinated manner. Swept path modelling at **Appendix 5** demonstrates the safe and efficient movements of 36.5m B-triples from Brand Highway, into the service road and subject site crossovers.

Restrictive heavy vehicle length markings will also be provided to the southern side of the heavy vehicle forecourt area. This ensures the variety of heavy vehicles which access the site have access to the refuelling bays, and can egress the development site without contacting the proposed fuel I.D pylon sign (to the north-western corner of the subject site). Swept path modelling at **Appendix 5** demonstrates the following heavy vehicle egress movements from the refuelling area:

- 19.0m semi-trailers egressing the subject site from the westernmost refuelling bay.
- 27.5m B-doubles egressing the subject site from the next refuelling bay.
- All heavy vehicles to a maximum 36.5m in-length egressing the subject site from the two easternmost refuelling bays.

Light vehicles can enter the site via the eastern crossover to the Brand Highway service road, navigate west towards the light vehicle refuelling canopy, proceed forward and egress to the north-western corner of the subject site. This vehicle access configuration results in light vehicle traffic movements to the northern portion of the subject site, away from the heavy vehicle refuelling area and accessway.

3.3.2 Servicing arrangements

Fuel tankers will enter the development site via the ingress-only crossover, proceed along the northern property boundary and navigate to the tanker fill points (adjacent to the northern property boundary). Fuel tankers will then proceed forward towards and egress via the western crossover to the service road. Fuel tankers will generally make up to 2-4 deliveries per week, depending on retail fuel consumption and general demand.

Delivery/waste collection vehicles will access the site via ingress-only crossover, navigate towards the southern aspect of the site, then proceed towards the dedicated loading / bin storage area to the southern aspect of the caretaker's residence. Once ready, service vehicles will then navigate the heavy vehicle accessway and egress via the full movement crossover to the service road. Deliveries generally take place during off-peak traffic periods to ensure minimal disturbance to the site's operations and traffic.

General stock deliveries and bin servicing will take place 1-2 times per week, although this may fluctuate depending on the time of year and demand for certain products. As depicted on the site plan, the loading area is situated at the southern side of the retail building and caretakers residence, away from the traffic flow of light vehicles.

The swept path modelling prepared by Transcore demonstrates service vehicle movements do not affect any kerbing or structures. The proposed servicing arrangements are therefore safe, coordinated and acceptable.

Refer to **Appendix 5** for the swept path modelling, contained within Transcore's TIA.

3.4 Stormwater Treatment

Stormwater runoff associated with the Liberty roadhouse will be treated through the use of a SPEL Purceptor system, which captures runoff within the forecourt areas. The Purceptor is an underground collection system which treats stormwater by separating fuels, oils and other potential contaminants from stormwater runoff. The treated stormwater is then discharged into the site's main stormwater management system, while the captured contaminants are retained within a separate chamber for collection and removal off site.

Use of the SPEL Purceptor is a standard industry practice, and is generally implemented on all new fuel sites across Australia. A stormwater management plan can be provided post-approval in accordance with a condition of planning approval.

Refer **Appendix 6** for details regarding the SPEL Purceptor system.

3.5 Effluent Disposal

The subject site is not currently connected to an authorised sewer network. As outlined at section 1.2.1 and 2.2.2 of this report, the roadhouse is connected to a septic tank to the south-western side of the existing accommodation block. Underground pipelines connect the septic tank to two oxidation ponds at the far southern end of the site, as approved by the Department of Health in December 1975 and November 1985. The location of existing onsite effluent disposal infrastructure is detailed on the proposed site plan at **Appendix 4**.

Sanitary drainage from the development will flow through the existing septic tank and then through pipework to the oxidation ponds (as the topography of the site slopes), located in excess of 270m from the retail building. The existing oxidation ponds are utilised to stabilise carbon-rich wastewater containing solids, assist in the reduction of disease-causing microbes, settle out and degrade suspended solids, contain and/or solar evaporate wastewater.

No new forms of onsite effluent treatment are proposed as part of this development. New fixtures, fittings and pipelines will be installed as required to connect the upgraded retail building and new toilet block.

The effluent disposal system is capable of treating 2,587 litres of wastewater per day. Effluent disposal calculations prepared by Keheo Meyers Consulting Engineers is provided at **Appendix 7** of this report confirming the two existing oxidation ponds are sufficient in size to accommodate the predicted wastewater volumes.

3.6 Environmental and Bushfire

The subject site is located within a designated bushfire prone area in accordance with the Department of Fire and Emergency Services Map of Bushfire Prone Area. Accordingly, a Bushfire Management Plan (**BMP**) and Bushfire Risk Management Plan (**BRMP**) have been prepared by Eco Logical Australia to demonstrate appropriate bushfire risk management for the roadhouse development.

A Bushfire Attack Level (**BAL**) of BAL-12.5 was identified for the majority of the subject site, with the BMP concluding that the bushfire protection requirements outlined in the BMP provide an adequate standard of bushfire protection for the proposed upgrades in accordance with the relevant State Bushfire Protection Guidelines. These bushfire protection requirements include the maintenance of an Asset Protection Zone (**APZ**) over the subject site, and extending the water supply to appropriate areas. As the subject site is not connected to a reticulated water supply, a 50kl water tank will be installed following the grant of development approval.

Refer **Appendix 8** for the Bushfire Management Plan and Bushfire Risk Management Plan.

4 Statutory planning framework

4.1 Shire of Dandaragan Local Planning Scheme No.7

4.1.1 Zoning

The subject site is situated within the 'Rural' zone of the Shire's Local Planning Scheme No.7 (LPS7). Refer **Figure 2**, Zoning Map.

The objective of the 'Rural' zone is set out in Clause 3.2 of LPS7 as follows:

To provide for a range of rural activities such as broadacre and diversified farming so as to retain the rural character and amenity of the locality, in such a way as to prevent land degradation and further loss of biodiversity

The proposal seeks to redevelop the historical land use of Roadhouse on the subject site. The proposed upgrades are considered to be entirely consistent with the established use of the land, and provides the uninterrupted sale of fuel and convenience goods to passing traffic and the general locality. The upgraded facility will also provide important resting facilities for traffic travelling through the wheatbelt region.

The continued use of the site for a Roadhouse does not adversely impact the wider rural locality, and warrants approval accordingly.

4.1.2 Land use

The existing land use is classified as a 'Roadhouse', defined by LPS7 as follows:

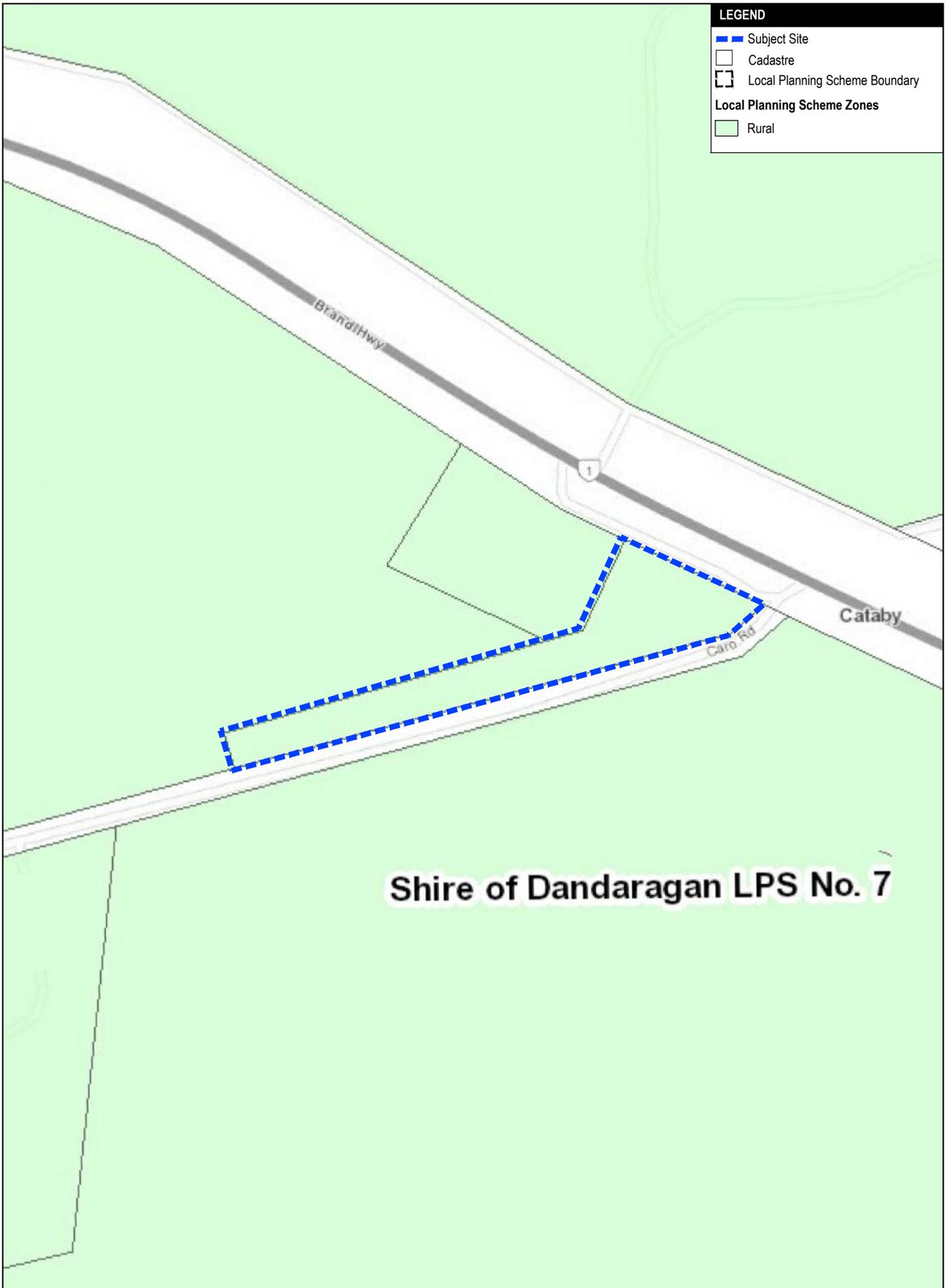
Roadhouse: *means only land and a building or buildings used for the predominant purposes of a service station but incidentally included rest facilities, café, restaurant and/or shop.*

On 30 November 2012, Local Planning Scheme Amendment No.6 was gazetted and came into effect 04 4 December 2019. Amendment No.6 was an OMNIBUS amendment which inserted the Roadhouse land use definition, land use permissibility and general development requirements into LPS7.

The proposal simply seeks to upgrade the existing Liberty Oil roadhouse, which provides for the retail sale of fuel and goods of a convenience/retail nature. The proposed upgrades include cosmetic changes to the retail building and restaurant, new refuelling facilities, parking areas, signage, and relocated resting facilities. These upgrades ensure the current roadhouse will continue to operate for many more years to come. Therefore, the proposed upgrades will not change the established land use on the subject site.

LEGEND

-  Subject Site
-  Cadastre
-  Local Planning Scheme Boundary
- Local Planning Scheme Zones**
-  Rural



Shire of Dandaragan LPS No. 7

4.1.3 Land use permissibility

A 'Roadhouse' use is identified as a 'X' use in the Rural zone under the Zoning Table of LPS7, meaning the use is not permitted. The Roadhouse land use continued under the various approvals granted by the Shire (spanning back to 1974) and is therefore a 'non-conforming use', being a use of land, which, is not in conformity with the Zoning Table of LPS7.

The Roadhouse land use is authorised by a previous development approval to continue pursuant to clause 3.9(a) of LPS7.

Clause 3.9.1 of LPS7 prescribes a person must not:

- a) *alter or extend a non-conforming use;*
- b) *erect, alter or extend a building used in conjunction with or in furtherance of a non-conforming use; or*
- c) *change the use of land from a non-conforming use to another non- conforming use,*

without first having applied for and obtained development approval under the Scheme.

Having regard to the above, this application, which extends and alters the approved Roadhouse use, is capable of approval.

Pursuant to clause 64(1)(a) of the Deemed Provisions and clause 3.9.2 of LPS7, this application (being an application to extend a non-conforming use) must be advertised for public comment.

4.1.4 General Development Requirements

Part 4 of LPS7 stipulates the general development requirements applicable to all development not subject to the Residential Design Codes. Clause 4.5 details the Shire's discretion to approve variations to a standard or requirement prescribed under LPS7.

Table 2 below provides an assessment against the requirements relevant to this proposal.

Table 2 – Assessment against the relevant development requirements of LPS7

Requirement	Provided	Compliance
Cl. 4.7 – Site and Development Requirements		
4.7.1 The Development Table (Table 2) sets out the site and development requirements for various land uses.	An assessment against the land use specific requirements of The Development Table is provided further below at section 4.1.5 of this report	
4.7.2 A person shall not develop or use any land or erect, use or adapt any building unless car parking spaces in accordance with the Development Table or as specified by the Local government are provided and such spaces are constructed and maintained in accordance with the requirements of the Local government.	Noted – an assessment against the relevant car parking provisions of LPS7 and the Shire's Local Planning Policy framework is provided at sections 4.1.6 and 4.5.2 of this report below.	✓

<p>4.7.3 The Local government in determining applications for any development may require such development to comply generally with the standards required for development in that zone as required in the Development Table to ensure that the scale, nature, design, general appearance and impact of such uses is compatible with the intentions for the development in that zone and the objectives of the Scheme.</p>	<p>An assessment against the relevant development requirements of LPS7 is provided throughout sections 4.1.4 and 4.1.5 of this report below.</p>	<p>✓</p>
<p>4.7.4 All applications for development approval along the Brand Highway and Indian ocean Drive are to be referred by the local government to Main Roads WA and the local government is to have due regard to recommendations/advice from Main Roads when determining applications.</p>	<p>The proposal includes upgrades of the existing roadhouse facility, located along Brand Highway. Accordingly, the subject Application for Development Approval requires referral to MRWA.</p>	
<p>CI 4.8 - Car Parking</p>		
<p>4.8.1.1 The car parking requirements for various land uses are set out in the Development Table (Table 2 in the Scheme Text).</p>	<p>Noted – an assessment against the applicable car parking requirements is provided within section 4.1.6 of this report. Notwithstanding we note the proposed development complies with the prescribed car parking requirements of the Shire’s local planning framework.</p>	<p>✓</p>
<p>4.8.1.2 Subject to the provisions of this clause the car parking requirements shall be provided on the site which is the subject of the proposed development or with the approval of the Local government in the immediate vicinity thereof.</p>		<p>✓</p>
<p>4.8.1.3 Each parking space shall be in accordance with dimensions provided for in Local government’s parking policy.</p>	<p>Noted – an assessment against the provisions of the Shire’s parking policy is provided at section 4.5.2 of this report. Notwithstanding, we note the dimensions of the proposed car parking bays comply with the provisions of the Shire’s parking policy.</p>	<p>✓</p>

<p>4.8.1.4 All parking spaces and all necessary access ways shall, unless Local government agrees otherwise and except as hereinafter provided, be paved.</p>	<p>All parking spaces and internal accessways will comprise either paved or asphalt surfaces, excluding the proposed heavy vehicle accessway which circulates the rear of the retail building. The heavy vehicle accessway will comprise gravel, in consistency with the existing informal accessways adjacent to Caro Road.</p> <p>Justification:</p> <p>The heavy vehicle accessway will comprise a gravel surface. As heavy vehicles have slowed and entered the subject site, heavy vehicles which will traverse the site towards the heavy vehicle refuelling area will be travelling a rather slow pace. Practically, this ensures drivers can slow and safely make the right-turn, stopping in time and adjacent to the fuel bowsers.</p> <p>Further, pre-lodgement engagement was undertaken with the Shire on 19 August 2019 where the proposed upgrades and access arrangements were tabled for discussions. The Shire provided their 'in-principle' support for the proposed upgrades and access arrangements at an officer level.</p> <p>For the reasons outlined above, the proposed accessway warrants the Shire's support.</p>	<p>Variation Refer justification below</p>
<p>4.8.1.5 Where the dimensions of an open car parking area exceed 20m in length or width, one parking space in every ten shall be used for garden and planting of native plants and trees to provide visual relief, those parking spaces shall not be included in calculations as car parking and not as landscaping.</p>	<p>Both car parking areas to the eastern side of the retail building measure 18.2m in-length. No parking bays are therefore required to be used for garden and planting.</p>	<p>✓</p>
<p>4.8.1.6 Where the owner demonstrates to the satisfaction of the Local government that there is not the demand for the number of parking spaces specified in the Development Table, the Local government may permit the owner to provide landscaping in lieu of parking spaces not constructed and the landscaping shall be included in calculations as car parking but not as landscaping.</p>	<p>N/A – as outlined at section 4.1.6 of this report below, the proposed development provides a compliant quantity of car parking.</p>	<p>✓</p>
<p>CI 4.11 – Caretaker's Dwellings</p>		
<p>4.11.1 A caretaker's dwelling shall not be developed and/or occupied on a lot unless that lot is used and developed with an industry, business, or office in accordance with the provisions of the Scheme.</p>	<p>The proposed upgrades do not include the removal and or extension of the existing caretaker's residence. Notably, the existing caretaker's residence serves an important function to the overall roadhouse development.</p>	<p>✓</p>
<p>4.11.2 Only one caretaker's dwelling shall be permitted on a lot, for the purposes of this clause "lot" shall exclude a strata lot or survey-strata lot created pursuant to the Strata Titles Act 1985.</p>		<p>✓</p>

<p>4.11.3 A caravan or park home shall not be permitted as a caretaker's dwelling for either permanent or temporary occupation.</p>	<p>N/A – the existing caretaker's residence does not comprise a caravan and/or park home.</p>	<p>N/A</p>
<p>4.11.4 A caretaker's dwelling shall be screened and/or fenced from the frontage of the lot to the satisfaction of the Local government and wherever possible shall be sited at the rear of other buildings on the lot.</p>	<p>N/A – no alterations to the form and location of the existing caretaker's residence is proposed as part of this application.</p>	<p>N/A</p>
<p>4.11.5 A caretaker's dwelling shall comply with the following:</p> <ul style="list-style-type: none"> a) Contain 1 bedroom only within a total floor area which shall not exceed 100 square metres measured from the external face of walls. b) Open verandahs may be permitted but shall not be enclosed by any means unless the total floor area remains within the 100 square metres referred to in paragraph b). 		
<p>Cl. 4.18 – Landscaping</p>		
<p>4.18.1 The landscaping requirements shown in the Development Table or referred to in the Scheme means an open area designed, developed and maintained as garden planting and areas for pedestrian use and at the discretion of Local government may include natural bushland, swimming pools, and areas under covered ways and shall include designated set-back areas but garbage collection and handling spaces and other open storage areas shall not be included.</p>	<p>Noted – an assessment against the relevant landscaping requirements is provided below within this Table, and Table 3 below.</p>	<p>✓</p>
<p>4.18.2 Access driveways between a street alignment and any buildings may be included in the landscaping requirements but otherwise car parking areas and driveways shall not be included.</p>		<p>✓</p>
<p>4.18.3 A requirement of the landscaping is that shrubs or trees shall be planted on a ratio of one for every ten square metres of landscaped area, but the Local government may relax this requirement in the case of residential land use.</p>	<p>Landscaped areas are provided to the eastern portion of the site (adjacent to Caro Road), and along either side of the heavy vehicle refuelling canopy. Mature trees which exist throughout the site will also be retained to the greatest extent possible. The preparation of a detailed landscaping plan addressing said requirements can be provided in accordance with a condition of development approval.</p>	<p>✓</p>

<p>4.18.4 In the case of development proposals in the Industry Zone the minimum landscaping required in the Development Table shall be located in accordance with Local government's landscaping policy.</p>	<p>N/A – development is not proposed within the Industry zone.</p>	<p>✓</p>
<p>Cl. 4.22 – Roadhouse Development</p>		
<p>4.22.1 Other than in the 'Commercial' zone, any proposal for a "Roadhouse" will require an amendment to the Scheme for the land to be zoned as "Special Use".</p>	<p>The proposal simply seeks approval for upgrades, alterations and/or additions to the existing roadhouse. Since the 1970's the subject site has been utilised for 'Roadhouse'. As outlined at section 4.3.3 above, and by virtue of development's non-conforming use rights, the Roadhouse land use is authorised by a previous development approval to continue at the site.</p> <p>It is therefore considered a scheme amendment to rezone the subject site Special Use is not required.</p>	<p>✓</p>

Having regard to **Table 2** above, the proposed development warrants approval accordingly.

4.1.5 Specific development standards

Table 2 – Site and Development Requirements Table of LPS7 stipulates specific development standards for various land uses. As there are no development standards prescribed for the Roadhouse land use, an assessment is provided against the Service Station requirements. **Table 3** provides an assessment against these standards.

Table 3 – Service Station development standards assessment

Requirement		Provided	Compliance
Minimum Boundary Setback (metres)	Front – 7.5	<p>All existing and upgraded structures will be located in excess of 7.5m from the front boundary setback, excluding the new light vehicle canopy. The light vehicle canopy is located parallel and has a nil setback to the front property boundary.</p> <p>Justification:</p> <p>The proposed light vehicle refuelling canopy proposes a nil setback to the northern property boundary and the Brand Highway access road. The canopy is setback by the access road and substantial verge spacing of approximately 27m to the Brand Highway roadway.</p> <p>The canopy is a visually permeable structure and comprises no side walls. This ensures sightlines are maintained from all angles, and passenger vehicles are provided with uninterrupted access to the forecourt area.</p> <p>Clause 4.5 of LPS7 outlines the Shire's discretion to vary the prescribed development requirements of LPS7. Clause 4.5.2 details in considering an application for development approval, the Shire may consider if the variation is likely to affect any owners or occupiers in the general locality or adjoining the site.</p> <p>The small settlement of Cataby is generally characterised by larger rural holdings, and two service station / roadhouse developments which provide refuelling and resting services to passing motorists and surrounding rural activities. Noting the fuel canopy immediately adjoins and is positioned to address the Brand Highway service road (to the north), it is considered the proposed setback arrangements will not adversely impact rural properties surrounding the subject site, nor Glassy's hotel to the west. In Comparison, the exiting light vehicle canopy is located closer to the hotel development than the new canopy.</p> <p>For these reasons, the new fuel canopy is considered to have negligible impact on the locality and adjoining development.</p>	<p>Variation</p> <p>Refer justification below</p>
	Rear Average – 7.5	<p>The relocated accommodation building (development to the rear of the retail building) is setback in excess of 21m to the rear property boundary, at its closest point.</p>	<p>✓</p>

<p>Minimum landscape area – 5%</p>	<p>Approximately 513m² of the subject site surrounding the retail building and refuelling areas will comprise new landscaping areas. The new landscaped areas result from the variety of upgrades to the Roadhouse which is situated to the north-eastern portion of the subject site.</p> <p>The remainder of the subject site (south-western portion) comprises dense and mature vegetation (natural grasslands, shrubs and trees) which has not been developed. This portion of the site comprises approximately 7,000m², well in excess of the prescribed landscaping provisions of LPS7.</p> <p>Mature trees will be retained to the greatest extent possible, noting numerous trees will be removed to the southern side of the retail building to relocate the accommodation block and construct the new heavy vehicle accessway.</p>	<p>✓</p>
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The subject site has historically operated as a roadhouse development, and the proposed upgrades simply provide improved facilities and upgrade outdated infrastructure in need of replacement. The setback of the light vehicle canopy is entirely appropriate, and will not adversely impact adjoining developments. Having regard to **Table 3** above, the proposed upgrades warrant approval accordingly.

4.1.6 Car Parking

Table 2 – Site and Development Requirements Table of LPS7 also prescribes the applicable car parking standards for various land uses. Similarly to the above, there are no Roadhouse specific provisions and an assessment has been undertaken against the Service Station requirements. **Table 4** below provides an assessment of the proposal against the Service Station car parking requirements of LPS7.

Table 4 – car parking assessment

Land use	Parking standard	Variable / Requirement	Provided
<p>Service Station</p>	<p><i>1 for every working bay plus 1 for each person employed on site.</i></p>	<p>No working / service bays are proposed, or form part of the existing development.</p> <p>0 Bays required.</p> <hr/> <p>2 – 4 staff members will occupy the site at any one time.</p> <p>4 bays required.</p>	<ul style="list-style-type: none"> - 14 bays (inc 1 ACROD bay). - 16 refuelling bays (excl heavy vehicle).
<p>Total</p>		<p>4 bays</p>	<p>30 bays</p>

As outlined in **Table 4** above, the proposed development complies with the prescribed car parking standards.

4.2 State Planning Policies

4.2.1 State Planning Policy 3.7 – Planning in Bushfire Prone Areas

The Western Australian Planning Commission (**WAPC**) State Planning Policy 3.7 – Planning in Bushfire Prone Areas (**SPP3.7**) seeks to implement effective, risk-based land use planning and development to preserve life and reduce the impact of bushfires on property and infrastructure. The subject site is situated within an area which is identified as being ‘bushfire prone’ by the Department of Fire and Emergency Services (**DFES**). Accordingly, the proposed development is required to comply with the relevant policy measures of SPP3.7 and associated documents.

The proposal is classified a high-risk land use in accordance with the definitions outlined at Part 7 of SPP3.7.

A Bushfire Attack Level (**BAL**) assessment has been undertaken to determine the potential bushfire risk on the proposed development. The assessment concludes the roadhouse is affected by a BAL rating of up to BAL-12.5.

As the site achieves a rating of BAL-12.5, in accordance with the requirements of SPP3.7, a Bushfire Management Plan (**BMP**) and Bushfire Risk Management Plan (**BRMP**) has been prepared for the proposed development, which addresses all relevant requirements of SPP3.7. The BMP identifies a range of bushfire management measures, that on implementation, will enable all proposed areas to be developed with a manageable level of bushfire risk, whilst maintaining compliance with the SPP3.7 Guidelines.

Refer to **Appendix 8** for the Bushfire Management Plan and Bushfire Risk Management Plan.

4.3 WAPC Development Control Policies

4.3.1 WAPC Development Control Policy 1.10 – Freeway Service Centres and Roadhouses Including Signage

The WAPC Development Control Policy 1.10 – Freeway Service Centres and Roadhouses, Including Signage (**DCP 1.10**) applies to proposals for freeway service centres and roadhouses, located on State Roads.

Table 5 below provides an assessment against the relevant policy measures of Section 3 of DCP 1.10 which apply to roadhouses.

Table 5 – Assessment of DCP 1.10 requirements

DCP 1.10 Requirement	Comment
<p>3.1.1</p> <p><i>Sites must be large enough that their operation will not detract from the amenity of existing or proposed sensitive uses, including residential areas.</i></p>	<p>The subject site comprises an area of approximately 17,800m² and has historically been used as a Roadhouse.</p> <p>The proposal simply entails upgrades, alterations and additions to the existing development. Notwithstanding, the subject site is of sufficient size to accommodate the proposed operations and is not located within proximity of any proposed or existing sensitive land uses.</p>
<p>3.1.2</p> <p><i>Freeway service centres and road houses should not detract from existing or planned settlements and employment areas that are identified in local planning schemes and strategies.</i></p>	<p>The subject site is located within the small settlement of Cataby, comprising two service station developments, rural farmland and rural residential properties. The proposed upgrades are consistent with the established use of the subject site and will continue to provide its services to the broader rural locality and passing motorists. Therefore, this proposal will not adversely impact for existing and planned settlements.</p>
<p>3.1.3</p> <p><i>Locations must be consistent with Main Roads WA's program for further freeway extensions, and highway realignments or reconfiguration.</i></p>	<p>The subject site does not contain any road reservations.</p>
<p>3.1.4</p> <p><i>Sites should not be located in environmentally or visually significant areas unless potential adverse impacts can be adequately mitigated.</i></p>	<p>The subject site has historically been utilised as a roadhouse, and is not considered to be a visually significant site. The proposed upgrades will improve the physical appearance of the degraded retail building and refuelling areas through the use of a variety of materials, treatments and Liberty Oil identification signage and colours which integrated within the design of the development.</p> <p>The subject site is neither considered to be located within an environmentally significant site. The development is suitably located away from environmentally sites including sewerage sensitive areas, and is located in close proximity to the Illuka mineral sands mine.</p>

<p>3.1.5</p> <p><i>Sites should be identified in local planning strategies where possible.</i></p>	<p>We note that the Shire of Dandaragan Local Planning Strategy Rural Land Use and Rural Settlement (2012) identifies highway service centres (roadhouses) are located with Cataby which provide “for the sale of fuel, some accommodation and other facilities to serve the highway traffic and surrounding rural based activities”.</p> <p>The Shire’s Draft Local Planning Strategy (2016) also details a strategic direction for Cataby which recognises “Cataby and Regans Ford as highway service centres for Brand Highway and surrounding rural based communities”.</p> <p>The upgraded roadhouse improves the overall refuelling retailing and resting services on offer to the surrounding rural community and agricultural operations, and passing highway traffic. For these reasons, the proposal is considered to be consistent with the Shire’s strategic planning framework and warrants approval.</p>
<p>3.1.6</p> <p><i>Vehicle access to freeway service centres and roadhouses must not be detrimental to the operation of the freeway or other roads, or pose an increased risk to the safety of road users.</i></p>	<p>The proposal does not include the construction of new access points to the subject site rather, the existing access arrangements will be upgraded and formalised which will result in improved traffic circulation. All vehicles will continue to utilise the Brand Highway service road which provides access to the subject site.</p> <p>The proposed upgrades are supported by a TIA prepared by Transcore (refer Appendix 5) which confirms the access arrangements are acceptable and satisfactory.</p>
<p>3.1.7</p> <p><i>Freeway service centres and road houses should not generally be located in areas with extreme bushfire hazard level. Bushfire risks should be capable of being managed in accordance with WAPC policies and guidelines.</i></p>	<p>The subject site is located within a bushfire prone area in accordance with Department of Fire and Emergency Service bushfire prone mapping. This application is accompanied by a BMP prepared by Eco Logical Australia which identifies A BAL of 12.5 for the majority of the development site. The BMP sets out appropriate mitigation/bushfire protection measures, satisfying the relevant requirements of SPP3.7.</p>

LOCATIONAL MEASURES - ROADHOUSES

N/A – the subject site has historically been used as a Roadhouse, with this proposal simply seeking upgrades, alterations and/or additions.

SITING MEASURES

<p>3.2.1</p> <p><i>Sites should generally be a minimum of two to five hectares in size, although they may be larger, for example if they need to accommodate freight vehicles, tourist coaches and car towing caravan etc.</i></p>	<p>The subject site has an area of 17,800m² (1.78ha). Notwithstanding this, the development is demonstrated to comfortably accommodate a variety of vehicles including passenger vehicles, busses, tourist coaches and heavy vehicles up to 36.5m in-length. The size of the subject site ensures the safe and efficient movement of all vehicles.</p>
<p>3.2.2</p> <p><i>Sites should be of an appropriate size and configuration to provide safe and efficient traffic circulation, easy access to all facilities, and safe pedestrian movement.</i></p>	<p>The subject site is of a sufficient size and configuration to provide safe traffic and pedestrian movement on-site. This is supported by the accompanying Traffic Impact Assessment (refer to Appendix 5).</p>

<p>3.2.3</p> <p>Where possible, the development should not be visually prominent, such as at the focal point of an important view or at a higher elevation than surroundings.</p>	<p>The subject site is historically a roadhouse site and is not sited in a visually prominent / important location.</p>
<p>3.2.4</p> <p><i>Sites should be capable of minimising any negative noise, odour, visual and light spill impacts on nearby sensitive land uses including residential and tourist accommodation.</i></p>	<p>The subject site is an existing roadhouse which includes a caretakers residence, and adjoins the longstanding Glassy's Hotel. Substantial setbacks and mature vegetation which surrounds the site which minimise visual and light spill impacts.</p>
<p>3.2.5</p> <p><i>Service centres that do not have access to network sewerage should be sited where effluent can be contained on-site. To protect the quality of surface and ground water.</i></p>	<p>The subject site does not have access to a reticulates sewerage network. As mentioned in section 3.5 of this report, the upgraded development will be connected to existing effluent disposal infrastructure which appropriately disposes of wastewater generated from the retail building and restaurant.</p> <p>The sizing of the existing oxidation ponds is sufficient to cater for the estimated hydraulic loads resulting from the operation of the roadhouse. The location of the existing effluent disposal infrastructure is demonstrated on the site plan at Appendix 4.</p>

DESIGN MEASURES, INCLUDING SIGNAGE

<p>3.3.1</p> <p><i>Freeway service centres and roadhouses should either be visible form the adjoining roadway or clearly signposted, but they should not be designed to be so prominent that they may be a hazard distraction for drivers.</i></p>	<p>The roadhouse is visible from Brand Highway. Additionally, a 10m-high pylon sign is proposed at the north-western corner of the subject site, adjacent to the Brand Highway service road, to provide sufficient warning to motorists of the roadhouse and informing of current fuel prices.</p> <p>The roadhouse and pylon signage are considered to not be of a prominence to result in hazard distraction for drivers.</p>
<p>3.3.2</p> <p><i>The design and layout of built facilities and landscape treatment should be of a high standard, although materials used may be inexpensive or recycled. The appearance of structures and the choice of plant species should blend with the local landscape setting, provide adequate sightlines and reflect local character. Aspects to consider include architectural style, the choice and colour of exterior building materials, plant species, including their dimension at maturity, and materials used for pavement and edging.</i></p>	<p>The proposed roadhouse upgrades will modernise the existing development, reflect the fuel retailer's corporate specifications and be finished to a high-quality standard.</p>

<p>3.3.3</p> <p><i>Measures must be taken to address noise, odour, visual and light spill impacts, where required. Measures may include screening of appropriate width, height and materials.</i></p>	<p>The subject site has been historically developed with a roadhouse, which provides the retail sale of fuel, food and convenience goods. The existing development also provides various resting facilities to passing motorists. Notwithstanding, the subject site is well segregated from rural residential properties, and is surrounded by mature vegetation which minimises an amenity impacts by virtue of noise, odour, visual and light spill impacts.</p>
<p>3.3.4</p> <p><i>To assist with integrating freeway service centres and roadhouses into their landscape setting, landscaped areas should be provided at their fronts and sides. The size of landscaped areas is to be based on site level visual landscape assessment that includes consideration of screening and safety requirements.</i></p>	<p>Mature and dense vegetation comprising grasslands, shrubs and trees are located throughout the entirety of the subject site. The proposed development provides extensive landscaping along:</p> <ul style="list-style-type: none"> • The subject sites western boundary, adjacent to the heavy vehicle refuelling area; • To the western side of the heavy vehicle refuelling area; and • The subject sites eastern boundary, adjacent to the eastern car parking array. <p>All landscaping will be designed to ensure pedestrian and vehicle sightlines are maintained. A detailed landscape plan can be provided in accordance with a condition of development approval.</p>
<p>3.3.5</p> <p><i>As a pedestrian safety measure, parking and refuelling facilities for cars, coaches and freight vehicles should be segregated.</i></p>	<p>The siting and positioning of the upgraded retail building and both refuelling canopies together with the proposed crossover to the Brand Highway service road, is such that heavy vehicles and passenger vehicles are separated from one another. The separation of heavy vehicle traffic is consistent with best practice roadhouse/service station design and ensures maximum comfort and safety.</p>
<p>SIGNAGE</p>	
<p>3.3.7</p> <p><i>To avoid visual clutter, there should be a single, multi-tenancy pylon sign that identifies the primary facility and may include individual tenancies. To ensure that the scale of the sign is compatible with the character of the landscape, the overall height of the multi-tenancy pylon sign should be no greater than 12.0m.</i></p>	<p>The proposed development includes on 10m high fuel ID pylon sign at the north-western corner of the site, adjacent to the western crossover. The proposed sign is specifically designed and situated to provide exposure of the roadhouse development to the fronting road network (ie. Brand Highway). Notably, only one pylon sign is proposed as part of this application to avoid visual clutter and a proliferation of signage elsewhere throughout the site.</p> <p>The proposed sign is important to allow vehicles to identify and navigate the access points provided.</p>
<p>3.3.8</p> <p><i>To reduce visual intrusion into drivers' field of view, the multi-tenancy pylon sign should be located a minimum of 10.0m from the boundary of the road reserve and/or positioned outside the clear zone in accordance with Main Roads guidelines, whichever is the greater.</i></p>	<p>Not applicable. The proposed pylon sign specifically relates to the Liberty Oil roadhouse only. All panels affixed to the proposed signage relate directly to products/services offered for sale onsite in accordance with the retail sale of fuel and the incidental convenience offerings.</p>

<p>3.3.9</p> <p><i>Signage located on individual tenancies should not obscure architectural features of buildings and should not be located on or above rooflines, to reduce the visual dominance of signage.</i></p>	<p>The proposed signage will not obscure the buildings features or appear as being visually dominant / bulky in comparison to on-site buildings. No signage is proposed on or above roofing of any development.</p>
<p>3.3.10</p> <p><i>Signage should have due regard for the policy and specifications of Main Roads WA and should generally be consistent with the relevant local planning scheme and local planning policies.</i></p>	<p>Noted, refer to section 4.5.1 of this report for signage assessment against the Shire's Local Planning Policy.</p>
<p>DESIGN MEASURES - ROADHOUSES</p>	
<p>3.3.15</p> <p><i>Roadhouses should provide sheltered picnic areas and capitalise on adjoining natural features or town attractions, to encourage motorists to have a rest stop.</i></p>	<p>The proposal includes the extension of the existing restaurant, and inclusion of internal seating and dining areas, designed to encourage motorists to have a rest stop. Seating areas are also provided within the landscaped island adjacent to Brand Highway service road.</p>
<p>3.3.16</p> <p><i>Convenience shops may occupy an aggregate retail floor space of up to 150 square metres, or greater in special circumstances.</i></p>	<p>The retail component of the upgraded development comprises approximately 100m² in area.</p>
<p>3.3.17</p> <p><i>Restaurant facilities may accommodate up to 50 seated customers with limited take-away food retailing contained within a single building. No drive-through facility will be permitted for take-away foods.</i></p>	<p>The retail building and extended restaurant includes the sale of takeaway foods, which may be consumed on-site. Approximately 28-30 seating spaces will be provided for customer use.</p> <p>No drive-through facilities associated with fast-food are proposed as part of this application.</p>

Having regard to **Table 5** above, the proposed development is consistent with the relevant policy provisions of DCP 1.10 and warrants approval, accordingly

4.3.2 WAPC Development Control Policy 5.1 – Regional Roads (Vehicular Access)

WAPC Development Control Policy 5.1 – Regional Roads (Vehicular Access) (**DCP 5.1**) sets out the planning framework controlling access to regional roads. Refer to **Table 6** below for an assessment against Section 3.3 of DCP 5.1.

Table 6 – Assessment against DCP5.1 requirements

Requirement	Comment
<p>3.3.1</p> <p><i>In considering applications for access on regional roads, the effects of the proposals on traffic flow and road safety will be the primary consideration. The more important the regional road, the greater the importance attached to these factors. In general, the Commission will seek to minimise the creation of new driveways on regional roads and rationalise existing access arrangements.</i></p>	<p>The proposal will utilise the site's existing crossovers to the Brand Highway service road. No additional crossovers are proposed to be constructed along the boundaries of the subject site, nor Brand Highway road reserve.</p> <p>The layout, function and formalisation of the existing crossovers will facilitate a one-way traffic flow throughout the site, ensuring safe internal movements and a high-level of functionality. The proposed upgrades are supported by a traffic impact assessment (TIA) which outlines the proposal presents no significant traffic capacity or road safety issues.</p> <p>Refer Appendix 5 for a copy of the TIA prepared by Transcore.</p>
<p>3.3.2</p> <p><i>Where regional roads are constructed or planned to freeway standards, no access to frontage development is permitted. On regional roads not constructed or planned to freeway standards, there is a general presumption on traffic and safety grounds against the creation of new driveways or increased use of existing accesses to these roads. Where alternative access is or could be made available from side or rear streets or from rights of way, no access shall be permitted to the regional road unless special circumstances apply.</i></p>	<p>The proposal seeks to redevelop the existing roadhouse. The redevelopment utilises and will formalise the existing crossovers on-site to/from the dedicated service road. No alterations or the addition of crossovers from the service road to either Brand Highway and/or Caro Road are proposed as part of this development.</p>
<p>3.3.5</p> <p><i>In determining applications for development involving the formation, laying out or alteration of a means of access to regional roads, the following must be considered:</i></p> <ul style="list-style-type: none"> <i>i) the effects of the development on traffic flow and safety, the character and function of the road, the volume and speed of traffic, the width of the carriageway and visibility; and</i> <i>ii) the volume and type of traffic generated by the development.</i> 	<p>The upgraded facility (including heavy vehicle refuelling facilities) has historically been provided with access to a regional road (Brand Highway). The TIA contained at Appendix 5 outlines both crossovers and the existing service road are capable of accommodating the predicted traffic flow, generated from the upgraded refuelling facility.</p>

Having Regard to **Table 6**, the proposal is consistent with DCP5.1 and the proposed access arrangements warrants support.

4.4 Matters to be considered

Clause 67 – Part 2 – Schedule 2 (Deemed Provisions) of the *Planning and Development (Local Planning Schemes) Regulations 2015 (LPS Regulations)* details the matters to be given due regard by local government when considering development applications. **Table 7** below provides an assessment against the matters relevant to this proposal.

Table 7 – matters to be considered by local government

Relevant matters to be considered	Comment
<i>(a) the aims and provisions of this Scheme and any other local planning scheme operating within the Scheme area;</i>	The objectives and provisions of the 'Rural' zone are considered in section 4.1.1 of this report above. The proposed development is demonstrated to be consistent with relevant requirements of the Scheme.
<i>(b) the requirements of orderly and proper planning including any proposed local planning scheme or amendment to this Scheme that has been advertised under the Planning and Development (Local Planning Schemes) Regulations 2015 or any other proposed planning instrument that the local government is seriously considering adopting or approving;</i>	Section 4.1 of this report demonstrates the proposed development generally complies with the City's local planning framework.
<i>(c) any approved State Planning Policy</i>	Refer section 4.2 of this report.
<i>(g) any local planning policy for the Scheme area;</i>	Refer section 4.5 of this report.
<i>(k) the built heritage conservation of any place that is of cultural significance.</i>	N/A
<i>(m) the compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;</i>	<p>The proposed development is entirely compatible with its setting for the following reasons:</p> <ul style="list-style-type: none"> • The proposed alterations, upgrades and additions directly relate to the existing Roadhouse use of the subject site. The Roadhouse characterises the small settlement of Cataby. The proposed upgrades ensure the established Roadhouse can operate for many years to come. • The upgraded retail building and refuelling facilities presents an updated, attractive, modern and high quality built form which enhances the appearance of the subject site. • The development is located on a rather large site, in excess of 17,800m², and will not present to the adjoining road network in a visually prominent or bulky manner. • The upgraded facility will continue to provide essential fuel retailing, convenience services and resting facilities to passing motorists travelling to/from Geraldton and Perth

	<ul style="list-style-type: none"> Substantial co-consultant input/reporting demonstrates the proposed development is entirely appropriate from a traffic, bushfire and effluent disposal point of view. <p>Having regard to the above, the nature of the proposed development is compatible with its surroundings, and poses no undue impact on the locality</p>
<p>(n) the amenity of the locality including the following —</p> <ul style="list-style-type: none"> (i) environmental impacts of the development; (ii) the character of the locality; (iii) social impacts of the development; 	<p><u>Environmental Impacts</u></p> <p>Stormwater runoff beneath the fuel canopies will be treated by an underground treatment system (a standard industry practice), which ensures fuels/oils are separated from runoff to prevent potential impacts.</p> <p>The facility will also incorporate the usage of a Stage 1 Vapour Recovery System, which ensures odours and fumes are appropriately captured and managed in accordance with standard industry practices.</p> <p>The Dangerous Goods licensing process also regulates the storage of fuels on the development site, and requires substantial technical assessments to be prepared to the satisfaction of the Department of Mines and Petroleum before such a licence can be issued.</p> <p><u>Character of the Locality</u></p> <p>The locality in which the development is located is characterised by two service stations / roadhouses, and predominantly rural properties utilised for cropland and grazing. Agricultural businesses in the locality and the mineral sands mine to the south may require heavy vehicles up to 36.5m in-length to access their sites.</p> <p>Brand Highway is a key transport and freight route between Geraldton and Perth. Brand Highway also connects the wider Wheatbelt region.</p> <p><u>Social Impacts</u></p> <p>The proposed development will not have any adverse social impacts on the surrounding locality for the following reasons:</p> <ul style="list-style-type: none"> The roadhouse will operate 24-hours a day, which provides a level of surveillance of the surrounding area during all hours. The proposed development will conveniently provide its services to vehicles and tourists travelling along Brand Highway, and through the Cataby locality. The proposed development will provide employment opportunities and contribute to local economic development. The proposed development includes facilities for heavy vehicle refuelling, and will support the mining, agricultural and transport industries by providing key services to heavy vehicles up to 36.5m in-length (which can legally travel along Brand Highway).

<p>(s) the adequacy of — (i) the proposed means of access to and egress from the site; and (ii) arrangements for the loading, unloading, manoeuvring and parking of vehicles;</p>	<p>As demonstrated in section 3.3 of this report and supporting Traffic Impact Assessment prepared by Transcore (Appendix 5), the proposed access arrangements and servicing arrangements are satisfactory.</p>
<p>(t) the amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety;</p>	<p>The Traffic Impact Assessment prepared by Transcore (Appendix 5) demonstrates that traffic generated from the proposed development will have minimal impact and can easily be accommodated by the surrounding road network.</p>

Having regard to **Table 7** above, the proposal appropriately addressed matters to be given due regard as set out in the Deemed Provisions. The proposal therefore warrants approval accordingly.

4.5 Shire of Dandaragan Local Planning Policies

4.5.1 Local Planning Policy 8.6 – Advertising Devices

Local Planning Policy 8.6 – Advertising Devices (**Signs Policy**) stipulates the requirements and standards applicable to advertising signs. The stated purpose of the Shire’s Signage Policy is to ensure that the display and installation of advertisements does not adversely impact on the amenity of surrounding land while providing appropriate exposure for businesses, activities or services.

The proposal incorporates various advertising signage as detailed within section 3.2 of this report. An assessment of the proposed signage is provided in **Table 8** below.

Table 8 – signage assessment

Signs Policy requirement	Provided	Compliance
1. Standards common to all signs		
<p>1.1. <u>Design and amenity</u> 1.1.1. A sign shall be designed and located so as to not significantly obstruct or impede all or part of a view of a river, the sea or other place or feature which in Council’s opinion is of significance to the district. 1.1.2. Every sign attached to buildings shall be incorporated into the features of the building in placement, style, proportions, materials and finish and shall be designed, constructed, finished, installed and professionally maintained.</p>	<p>1.1.1. The proposed signage is located entirely within the boundaries of the subject site. Notably the subject site is not located within proximity to the sea, river or other significant place or feature. 1.1.2. All horizontal/vertical signs are either attached to the retail building or refuelling canopies. All signs comprise a blue, white and red colour scheme consistent with Liberty Oil’s contemporary and professional branding and imagery.</p>	<p style="text-align: center;">✓</p>

<p>1.1.3. <i>The design, number or variety of signs within an area shall not be injurious to the amenity or natural beauty of the locality.</i></p> <p>1.1.4. <i>All signs shall be simple and provide for instant recognition.</i></p> <p>1.1.5. <i>A sign shall not contain any discriminatory or offensive material.</i></p> <p>1.1.6. <i>All permanent signs shall have sign writing, design work, lettering and colouring that is clearly legible for the intended audience (i.e. whether the reader is a pedestrian, cyclist or motor vehicle occupant).</i></p> <p>1.1.7. <i>Materials of construction and placement should bear consideration of long term maintenance and repairs.</i></p> <p>1.1.8. <i>All signs shall be maintained in good order and clean condition.</i></p> <p>1.1.9. <i>Every sign shall be designed to utilise colour schemes and materials that fit in with the overall style of the surrounding development and/or precinct. (size, placement / location and style).</i></p>	<p>1.1.3. Nine signs are proposed across the development. The number of signs is an integral component of modern day roadhouse / service station facilities, reflecting Liberty Oil's branding requirements and commercial offerings available at the development. As the site is located along a State Road, signage is an important mechanism which provides exposure to passing motorists.</p> <p>1.1.4. All signs are negligible in context of the overall development, and proportionally designed to the scale of the retail building and refuelling canopies for patron recognition.</p> <p>1.1.5. All signs relate directly to the roadhouse development, and do not contain any offensive or discriminatory materials.</p> <p>1.1.6. All signage is professionally designed in accordance with Liberty Oil's corporate branding and imagery requirements. All signs will feature legible writing and colours for passing motorists safety and benefit.</p> <p>1.1.7. Noted – the proposed signage comprises predominately plastic and metal materials for long-term installation.</p> <p>1.1.8. Noted – Liberty Oil will maintain the appearance of all signage into perpetuity of the facility's operation.</p> <p>1.1.9. As outlined above, the proposed signage comprises a variety of materials and colours, consistent with Liberty Oil's corporate branding and imagery requirements. The existing development has historically operated as a Roadhouse, which by virtue of its operations as a fuel retailing facility, provides a variety of signage which integrates with the scale and design of structures. The scale and sizing of the proposed signage is compatible at the subject site, and does not create any undue visual impact upon the Cataby settlement.</p> <p>For the variety of reasons outlined above, the proposed signage is consistent with the design and amenity of the locality.</p>	<p>✓</p>
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<p>1.1. <u>Safety</u></p> <p>1.1.1. A sign shall:</p> <ul style="list-style-type: none"> a) <i>be securely fixed to the structure by which it is supported, without affecting the stability of the building or structure to which it is affixed. Alternatively, a sign must be designed such that it maintains structural integrity in its own right;</i> b) <i>be structurally sound and capable of withstanding any forces to which it would be reasonably subjected to without collapsing, deforming or moving from the position on which it was erected or displayed.</i> c) <i>Be constructed and erected in accordance with generally accepted industry standards</i> d) <i>not obstruct the passage of or so as to create a hazard for vehicles or pedestrians;</i> e) <i>not be located such that it obscures or is likely to be confused with traffic signals or signs;</i> f) <i>not obstruct access to or from any door, fire escape or window;</i> g) <i>not be constructed of readily combustible material including but not limited to paper, cardboard or cloth, except in the case of posters securely affixed to a signboard or other structure.</i> 	<p>All signage proposed will be securely affixed to the retail building and/or refuelling canopies, further segregated from the opening of doors and windows. The only freestanding sign proposed is the 10m high fuel ID sign. Structural certification for the proposed ID sign will be obtained prior installation, in accordance with the relevant Australian Standards.</p> <p>As outlined above, all signage is either integrated within the design of the retail building and/or refuelling canopies. These signs will not obstruct the passage of traffic flows. The freestanding ID signs is specifically located to the far north-western corner of the site to ensure traffic flow is not obstructed to the western crossover and Brand Highway access road.</p> <p>No signs will comprise paper, cardboard, cloth, or similar combustible material. All signs comprises predominately metal and plastic materials.</p>	<p>✓</p>
<p>1.2. <u>Siting</u></p> <p>1.2.1. <i>Unless expressly permitted within this policy, signs shall not be supported on private land that is not associated with the goods and services advertised on the sign.</i></p> <p>1.2.2. <i>Unless expressly permitted within this policy, permanent signs shall not be located on land that is zoned or used for residential purposes.</i></p>	<p>All signage associated with the roadhouse development relate directly to the commercial offering available at the subject site. Further, all signage is located within the boundaries of the subject site and not private land.</p> <p>The subject site is not zoned Residential under LPS7.</p>	<p>✓</p>

2. Requirements for particular signs

<u>Service Station Sign</u>		Variation
<p>1. Only one (1) pole / pylon sign permitted along the public road frontage;</p> <p>a. Max height shall be 8 metres for sites located within a townsite;</p> <p>b. Max height for sites within rural zone shall be 2 metres;</p> <p>2. The face of the pole / pylon sign should include a display of the current price of fuel for the service station operation.</p>	<p>One 10m high fuel ID pylon sign is proposed to the north-western corner of the subject site, adjacent to the western crossover and Brand Highway service road. The proposed sign is located within the settlement of Cataby, and upon Rural zoned land. The proposed sign exceeds the maximum height requirement of the Shire's Signs Policy.</p> <p>The proposed sign includes a LED digital fuel price board, as required under the <i>Petroleum Producing Pricing Act 1993</i>, in accordance with sub-clause (2).</p>	<p>Refer justification below</p>

Justification:

The additional height of the pylon sign is designed to provide for early identification of the Liberty Oil roadhouse, and enable heavy vehicles to slow, manoeuvre into the subject site in a safe and coordinated manner. This early identification is essential as the upgraded development is designed to cater up to B-triple sized vehicles, which due to their weight, have rather long stopping distances:

The following information is also relevant when considering the size of the ID sign:

- The single ID sign is required to provide sufficient exposure to both east/west bound traffic along Brand Highway. Both roads are surrounded by large, established vegetation which would impact visibility of a smaller ID sign upon approach.
- The location of the ID sign does not compromise vehicle sightlines from the crossovers, nor vehicles utilising the fronting service road. The additional height therefore does not result in any loss of driver's safety.
- The larger sign incorporates various infill panels which contain important information relating to the variety of offerings and products available at the facility.
- By comparison, the WAPC's Development Control Policy 1.10 encourages highway service centre pylon signs to a height of 10m, along State Roads. Brand Highway is a major State Road linking the Wheatbelt region to Perth and Geraldton.

For these reasons, the proposed ID sign should be considered on its merits and approved accordingly.

<u>Verandah Signs (Awning)</u>		
<p>a) Only one such sign per street frontage of the subject tenancy;</p> <p>b) It has an area of 0.4m² per 1m of street frontage of the subject tenancy (max area of 10m²); and</p> <p>c) Is contained within the width of the building.</p>	<p>a) One wall sign is proposed above the awning protruding from the retail building shopfront.</p> <p>b) The sign comprises a negligible 1m² in area, in context of the site's 123m of frontage to Brand Highway.</p> <p>c) The sign is located entirely within the boundaries of the retail building shopfront.</p>	<p>✓</p>

<p><u>Horizontal Sign</u></p> <p>a) To be fixed parallel to the wall of the building to which it is attached;</p> <p>b) not project more than 150mm from the wall to which it is attached;</p> <p>c) afford a minimum headway of 2.27m where the sign projects more than 12mm into pedestrian thoroughfare;</p> <p>d) not exceed 5m² in area; and</p> <p>e) conforms to the following table:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th>Min distance of sign above street</th> <th>Max depth of sign</th> </tr> </thead> <tbody> <tr> <td>Less than 7.5m</td> <td>600mm</td> </tr> <tr> <td>7.5m to 9m</td> <td>750mm</td> </tr> <tr> <td>9m to 12m</td> <td>1,000mm</td> </tr> </tbody> </table>	Min distance of sign above street	Max depth of sign	Less than 7.5m	600mm	7.5m to 9m	750mm	9m to 12m	1,000mm	<p>The following horizontal signs are proposed:</p> <ul style="list-style-type: none"> One 1.7m by 0.69m (1.173m² in area) internally illuminated 'Liberty' lettering along the northern elevation of the light vehicle refuelling canopy. One 4.0m by 1.2m (4.8m² in area) internally illuminated 'Diesel Zone' lettering along the northern elevation of the heavy vehicle refuelling canopy. <p>Both signs are fixed parallel to the fuel canopies to which they're attached, do not project above the top or sides of the structures, exceed more than 5m² in area, nor comprise a depth greater than 600mm. The proposed horizontal signs are entirely compliant with the Shire's Signs Policy.</p>	<p>✓</p>
Min distance of sign above street	Max depth of sign									
Less than 7.5m	600mm									
7.5m to 9m	750mm									
9m to 12m	1,000mm									

As demonstrated in table above, the proposed signage is generally consistent with the requirements of the Shire's Signs Policy. The variation sought to the proposed pylon sign is considered acceptable in the context of the development site along Brand Highway. The proposed signage warrants approval accordingly.

4.5.2 Local Planning Policy 8.7 – Car Parking

Local Planning Policy 8.7 – Car Parking (**Parking Policy**) stipulates various requirements for the development of vehicle parking and accessways, which contemplate the car parking standards of LPS7. An assessment of the relevant requirements of the Shire's Parking Policy is provided within **Table 9** below.

Table 9 – Car parking Policy assessment

Car Parking Policy requirement	Provided	Compliance
4.0 Car, Bus and Bicycle Parking requirements		
4.1 The Minimum Parking Requirements in Table B shall apply across the Shire, unless otherwise specified in a lesser standard in Table 2 of the Local Planning Scheme.	There are no Roadhouse specific parking provisions in Table B of the Parking Policy. An assessment of the Service Station parking requirements is provided at section 4.1.6 of this report above, noting the proposed development provides a compliant quantity of car parking.	✓

<p>4.8 Internal driveway access shall be of a sufficient width to accommodate two-way traffic and shall not be less than 5.5 metres in width.</p>	<p>All accessways within the boundaries of the subject site comprise a width greater than 5.5m however, are not designed to accommodate two-way traffic flow through the subject site.</p> <p>Upgraded light vehicle accessways fronting the retail building encourage a one-way flow of traffic from east to west. The new heavy vehicle accessway which circulates the rear of the retail building encourages a one-way clockwise flow of heavy vehicles to the heavy vehicle refuelling area.</p> <p>This encourages safer and uninterrupted vehicle movements through the site, consistent with best practice service station / roadhouse design.</p>	<p>✓</p>
<p>5.0 Construction Standards</p>		
<p>5.1 Car parking bays for all developments, including all forms of residential development, shall conform to the minimum internal dimensions and manoeuvring areas as outlined in Appendix 1 to this policy.</p>	<p>All car parking bays measure 2.6m wide by 5.5m in-length, consistent with the 90° car parking layout provided at Appendix 1 of the City's Parking Policy.</p>	<p>✓</p>
<p>5.2 Bus parking for all developments shall conform to the minimum internal dimensions of 16.5 metres in length and 3.5 metres in width, with adequate manoeuvring area.</p>	<p>No bus parking is proposed within the boundaries of the subject site. Notwithstanding, the proposed development does not prevent bus access to the site for the purposes of refuelling.</p>	<p>✓</p>
<p>5.5 Car parking situated in industrial and rural zones may be constructed to a suitable gravel standard only. All car parking within front setbacks and/or associated with showroom/front office use shall be constructed to an all weather paved standard (ie suitable aggregate material over a compacted sub-grade soil on a grade of less than 10%) and landscaped to the satisfaction of the local government.</p>	<p>All car parking will comprise a paved or asphalt surface, consistent with commercial and service station developments of this nature.</p>	<p>✓</p>
<p>5.6 Car and bus parking design and construction shall include adequate provision for landscaping comprising screen features and shade trees and/or shrubs (of indigenous species) as appropriate.</p>	<p>Landscaping is proposed to the eastern portion of the subject site between the easternmost car parking area and Caro Road. Indicative landscaping is demonstrated on the proposed site plan at Appendix 4. A detailed landscaping plan can be provided as a condition of development approval.</p>	<p>✓</p>
<p>5.7 Staff, resident, visitor car and bus parking shall be appropriately marked and/or signposted to the satisfaction of the local government.</p>	<p>Noted – the requirement for ground/line markings can be implemented via a condition of development approval.</p>	<p>✓</p>

Having regard to **Table 9** above, the proposed vehicle parking arrangements are consistent with the provisions of the Shire's Parking Policy, and warrant approval accordingly.

5 Conclusion

This application seeks approval for to upgrade the existing Liberty Oil roadhouse, which will continue to provide for the retail sale of fuel for light and heavy vehicles and goods of a convenience/retail nature. The application proposes various refurbishments, improvements and additions to the long-standing development within the Cataby settlement.

The roadhouse is suitably located to provide key services to patrons travelling along Brand Highway.

In summary, the proposal appropriately responds to all the relevant aspects of the planning framework and warrants approval for the following reasons:

- The proposed upgrades are generally compliant with the relevant local and state planning framework.
- The upgrades are entirely consistent with the established use of the site, and will provide a significant improvement to the amenity of the area. The development will continue to provide essential convenience, fuel retailing, and other convenience offerings to the locality, and passing trade travelling along Brand Highway.
- The proposed facility is specifically designed to cater for heavy vehicles up to 36.5m in-length, noting Brand Highway is a main heavy vehicle haulage route through Cataby and the wider Wheatbelt region. The facility will provide refuelling and resting services for these vehicles.
- The upgraded retail building will result in a modern and attractive roadhouse which forms a core component of the subject site, and is designed to a high standard, featuring Liberty Oil's corporate branding and imagery implemented at sites across Australia.
- The existing development provides all essential utility infrastructure, including water supply and on-site effluent disposal.
- The location and configuration of refuelling bowsters provides the segregation of light and heavy vehicle traffic, consistent with best practice service station design.
- The proposed development is supported by a Traffic Impact Assessment which demonstrates sound access arrangements, and will have minimal impact upon the surrounding road network.
- The proposed development is supported by a Bushfire Management Plan and Bushfire Risk Management Plan which demonstrates bushfire risk can be appropriately managed in accordance with State Policy.

Having regard to the above, the proposal clearly demonstrates the suitability of the proposed upgrades to the existing roadhouse at the subject site. Accordingly, we respectfully request the Mid-West/Wheatbelt JDAP grant approval for the proposed upgrades.

Appendix 1
Previous Approvals



Shire of Dandaragan

FORM 2

BY-LAW 8.1

OFFICE USE ONLY

OFFICE USE ONLY

Application No. Date Approved

APPLICATION FOR BUILDING LICENCE

To The Building Surveyor,

AS THE BUILDER OR PERSON CAUSING AND DIRECTING THE WORKS UNDER-MENTIONED TO BE EXECUTED, I HEREBY APPLY FOR A BUILDING LICENCE FOR SAME.

The following are the particulars of the proposed works:-

Situation:

Ward Dandaragan Lot Street Brand Highway House No.

New building to be used as BP Cataby Roadhouse

Additions to

The nature of the work is

Estimated Value \$

Dimensions of building or structure:-

Area m² Depth mm Width mm Height mm.

No. of storeys

Owner Address

Occupier Address

Builder Address

Reg. No.

Classification number sought by owner if not previously classified or if change of use is sought

Signature of Applicant Address

Date 19

Phone

Site Inspection 19

Footing Inspection 19

Other Inspections

Other Inspections

Other Inspections

Final Inspection

Penetrometer result 19

Engineer: Requirements

Town Planner: Requirements

Fire Brigade approval 19

Public buildings approval 19

Application Fee \$. File No.

Building Fee \$. C.D. No.

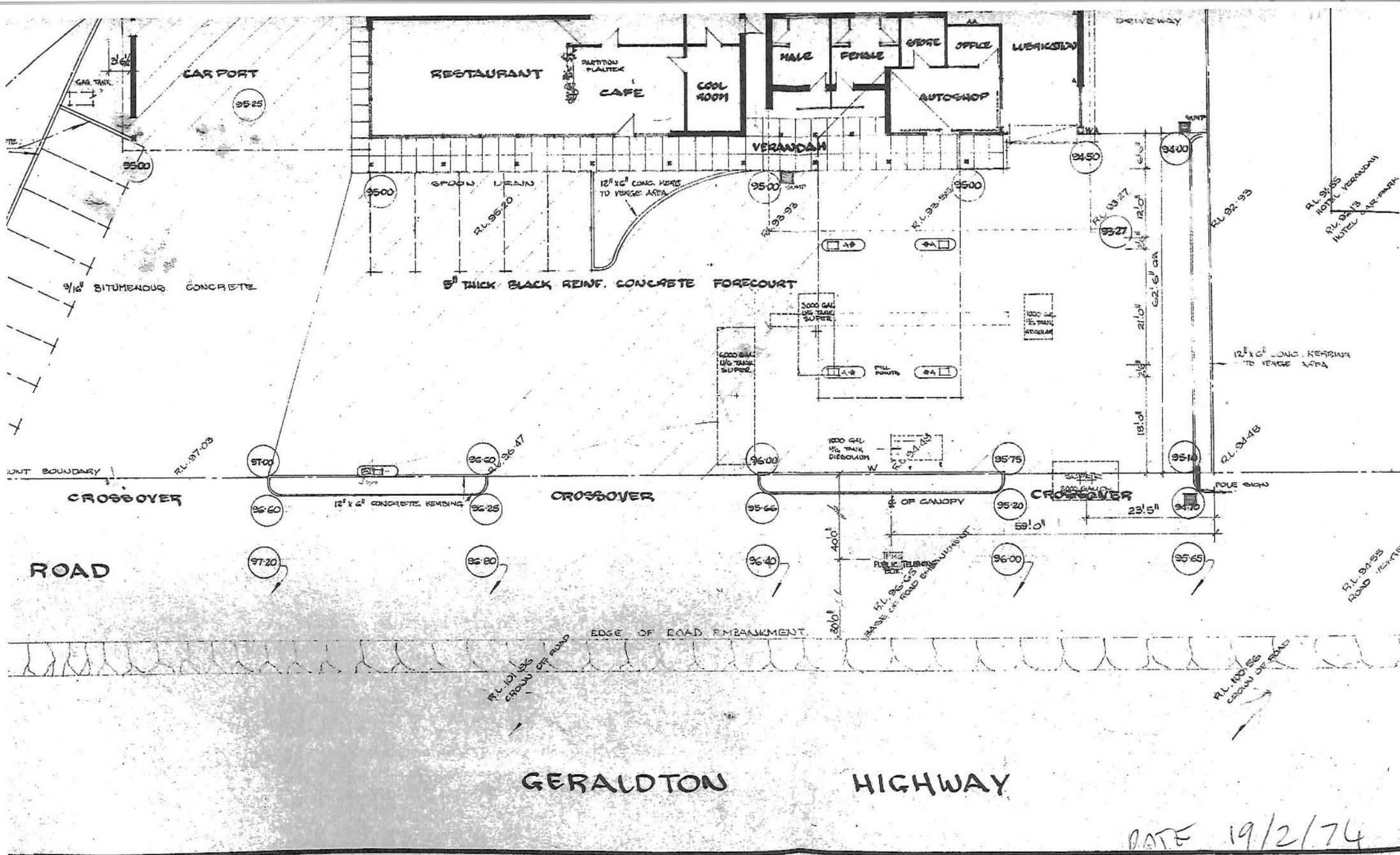
Security Deposit \$. To Council 19

Crossover \$. Development Application No.

\$. Septic Tank Passed

\$. Returned 19

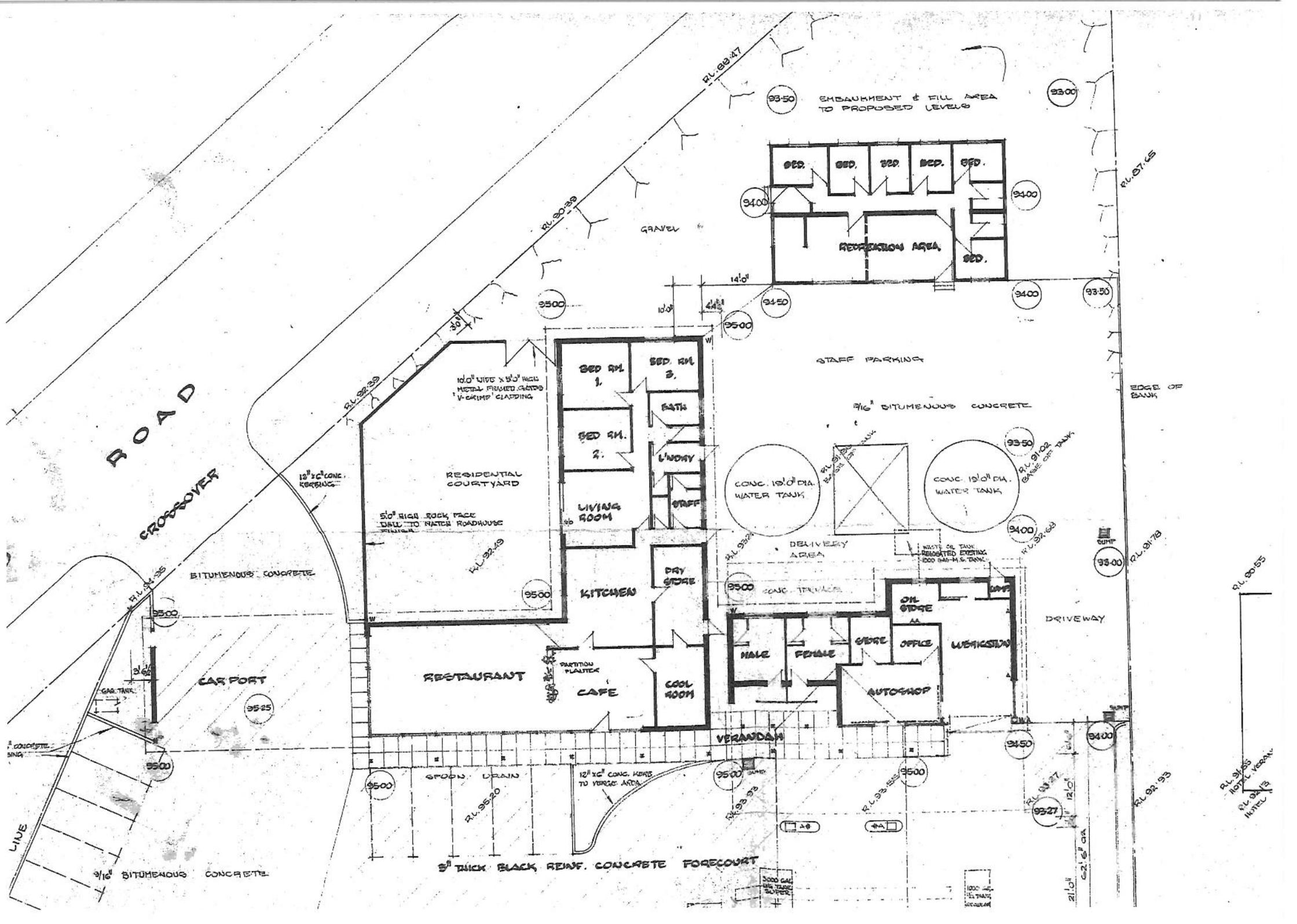
CONDITIONS



GERALDTON HIGHWAY

DATE 19/2/74

PROPOSED REBUILD - SITE PLAN
 BP ROADHOUSE CATABY (FORMER DANDARAGAN WEST)
 CATABY - WESTERN AUSTRALIA



ROAD
CROSSOVER

RL 92.17

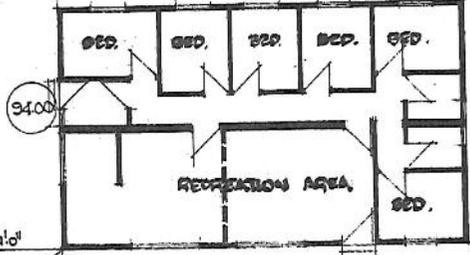
93.50 EMBANKMENT & FILL AREA TO PROPOSED LEVELS

93.00

RL 91.65

RL 90.39

GRAVEL



14.0'

10.0'

94.50

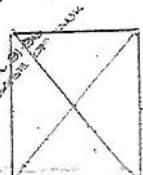
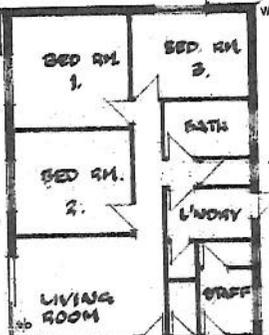
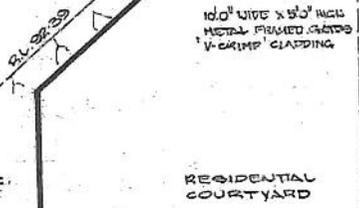
95.00

94.00

93.50

STAFF PARKING

3/16" BITUMENOUS CONCRETE



93.50

RL 91.02

94.00

94.00

94.00

93.00

RL 91.78

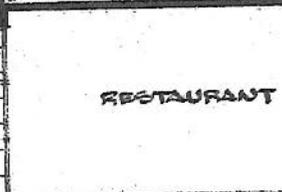
BITUMENOUS CONCRETE

RL 91.35

95.00

CAR PORT

95.25



KITCHEN

DRY STORE

DELIVERY AREA

CONC. TERRACE

OIL STORE

MALE

FEMALE

TOILET

OFFICE

WORKSHOP

AUTOSHOP

DRIVEWAY

93.00

RL 91.78

94.50

94.00

RL 91.27

93.27

12.0'

12.0'

RL 92.93

RL 91.35

RL 91.78

HOTEL VERAND

HOTEL

3/16" BITUMENOUS CONCRETE

3" THICK BLACK REINF. CONCRETE FORECOURT

3000 GAL. OIL TANK SUPER.

100 GAL. OIL TANK

21.0'

62' 6" DIA.

Original copies typed to below and Cataby Hotel with alterations as shown in biro.

HEALTH BUILDING OFFICE. PHONE JURIEH 481020
GS/RSH

27th February, 1975.

The Manager,
B.F. Headhouse,
WEST BAWDARAGAH, S.A. 6507.

1020

Dear Sirs,

RE: RUBBISH DISPOSAL

I wish to advise that my Council requests you to collect all rubbish at present littered on your premises, and keep the site constantly free from any litter.

You are further directed to instal within 14 days of the date hereof ~~an industrial type of~~ suitable incinerator in order to dispose of all rubbish by incineration.

may Please note that failure to comply with this order result in legal proceedings being instituted against you.

Yours faithfully,

for
SHIRE CLERK.



BP Australia Limited
Incorporated in Victoria

BP House, 1 Mount Street, Perth
Postal Address: G.P.O. Box X2224, Perth, 6001
Telephone: 21-0381 Telex: 92059 Telegraphic Address: "Beepees", Perth

The Shire Clerk,
Dandaragan Shire Council,
DANDARAGAN W.A. 6507

ATTENTION:

Our Reference

IDC:DLY

Your Reference

Telephone Ext'n

(Indial 205.284)

Date

2nd December, 1976

Dear Sir,

BP CATABY ROADHOUSE

We write to confirm that as a result of the site meeting, on the 25th November, the following urgent works will be carried out by our contractor:-

1. Construction of a 100 mm steel pipe culvert to S.E.C. road crossing.
2. Draining of pools of effluent.
3. Combining of effluent channels into one.
4. Supply and install 25% drip feed container of Germnil to junction of effluent flows.

When we have something to report on the other matters discussed, at the meeting mentioned above, we will contact you. Your decision on the size of new septic tank should be directed to the writer.

Yours faithfully,

L.
For Retail Marketing Manager for W.A.

170
BB
5/11/76

GS:YLW

2nd August, 1976

The Manager,
B.P. Australia,
G.P.O. Box X2224,
PERTH 6001

Dear Sir,

Kindly find enclosed receipt for building fee of \$21.55 being
for Staff Residence B.P. Cataby Road House.

Yours faithfully,

for
Shire Clerk.



BP House, 1 Mount Street, Perth
Postal Address: G.P.O. Box X2224, Perth, 6001
Telephone: 21-0381 Telex: 92059 Telegraphic Address: "Beepee", Perth

The Shire Clerk,
Shire of Dandaragan,
DANDARAGAN W.A. 6507

Our Reference	Your Reference	Telephone Ext'n	Date
BCW:LDG		(Indial 205.308)	9th June 1976.

Dear Sir,

Enclosed is our cheque for \$21.55 being payment of Building
Licence No. 736.

(Staff residence - BP Cataby Road House).

Yours faithfully,

(
-----)
for Retail Marketing Manager for W.A.



Your Ref.
Our Ref.
Enquiries Mr.

PHD:744/63:NGA:MM



GOVERNMENT
OF WESTERN AUSTRALIA

PUBLIC HEALTH DEPARTMENT

60 BEAUFORT STREET, PERTH
WESTERN AUSTRALIA.

TELEPHONE: 28 0241

TELEX: AA 93111

TELEGRAMS: "STATE HEALTH" PERTH.

LETTERS: BOX C 134, G.P.O. PERTH, 6001.

Shire Clerk
Shire of Dandaragan
DANDARAGAN, W.A. 6507

ATTENTION:

Dear Sir

RE: CATABY ROAD HOUSE

In reply to your correspondence on the oxidation pond.

Approval is given for the installation of an oxidation pond at the above premises that conforms to the specifications shown on drawing WA2 - 5295.

As agreed during your discussion with a Departmental officer:-

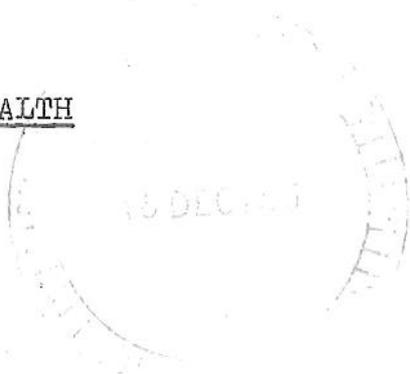
- (a) Because the potential of the Roadhouse is unknown, duplication of the pond may be necessary at a later date and,
- (b) Sealing of the pond with either clay or a bituminous coating will be necessary.

For your information Mr. _____ of B.P. has agreed to both proposals.

Yours faithfully

COMMISSIONER OF PUBLIC HEALTH
AND MEDICAL SERVICES.

December 10 1975.





BP Australia Limited
Incorporated in Victoria

BP House, 1 Mount Street, Perth
Postal Address: G.P.O. Box X2224, Perth, 6001
Telephone: 21-0381 Telex: 92059 Telegraphic Address: "Beepee", Perth

The Shire Clerk,
Dandaragan Shire Council,
DANDARAGAN W.A. 6507

Attention: . . .

Our Reference
IDC:DLY

Your Reference

Telephone Extn
(Indial 205.284)

Date
21st April, 1977

Dear Sir,

BP CATABY ROADHOUSE

We write to advise that the new enlarge septic tank has been completed. Unfortunately the discharge of effluent is not yet completed. As you are aware the problem of land acquisition for the construction of the effluent pond remains. When this is resolved the flow of the effluent will be directed into the pond.

Water sampling from both the concrete water tanks will continue so as to monitor any change in quality.

Yours faithfully,

For Retail Marketing Manager for W.A.



Your Ref. IDC-MA
Our Ref PHD:74A/63:WC:MM
Enquiries Mr.



PUBLIC HEALTH DEPARTMENT

60 BEAUFORT STREET, PERTH
WESTERN AUSTRALIA

TELEPHONE: 28 0241

TELEX: AA 93111

TELEGRAMS: "STATE HEALTH" PERTH

LETTERS: BOX C 134, G.P.O. PERTH, 6001

Manager
Retail Marketing
B.P. Australia Ltd
G.P.O. Box X 2224
PERTH. W.A. 6001

ATTENTION:

Dear Sir

Re: B.P. Cataby Roadhouse

Thank you for your past reports on work being carried out at these premises.

You indicate that both water tanks have been emptied and cleansed, but do not say what steps have been taken to prevent subsequent pollution through poor coverage.

Have you any copies of analyst's report?

Please advise current position regarding:-

- a) rubbish disposal and,
- b) existing drainage system,
- c) Progress on new septic tank installation.

Yours faithfully

AND MEDICAL SERVICES

April 18, 1977.

Copy of letter sent to B.P under even date.



GS:BE
14th May, 1984

The Manager,
B.P. Roadhouse,
CATABY, W.A.

Dear Sir,

Re: Fencing of Rubbish Disposal Site - Cataby.

I am referring to the phone conversation of today regarding the fencing and associated work at the Cataby rubbish disposal site.

Please advise in writing when the required work will be completed. This matter is urgent as the order expired some time ago.

Yours faithfully,,

HEALTH AND BUILDING SURVEYOR.

GS:BE

15th August, 1984

The Manager,
B.P. Australia Limited,
1 Mount Street,
PERTH, W.A. 6000

Dear Sir,

Re: B.P. Roadhouse - Cataby.

As a result of a recent inspection of the above premises, you are herewith required to carry out the following work within thirty (30) days of the date hereof.

1. Repair or replace all defective flooring in kitchen.
2. Defective bench tops on kitchen cupboards to be repaired.
3. Remove panels which were placed between floor and underside of cupboards in order to make the area accessible for cleaning.
4. Provide new evaporation pond for effluent disposal. Application for the construction of the pond to be lodged with the Commissioner of Public Health and approval obtained.

Yours faithfully,

BUILDING AND HEALTH SURVEYOR.

KMB:GS

16th February 1984

The Manager
BP Service Station
Cataby
DANDARAGAN WA 6507

Dear Sir,

Re: RUBBISH DISPOSAL SITE - CATABY

As a result of a recent inspection of the rubbish disposal of Cataby you are required to carry out the following:-

- a) Collect all rubbish which has blown out of trench onto surrounding areas and deposit same into the trench and then cover filled trenches with surrounding soil.
Excavate new trench.

This work is to be carried out within seven days from the date hereof.

- b) The area where the new trench is located to be fenced to a minimum height of two metres.
Gates are to be provided and kept locked in order that unauthorised persons are not depositing rubbish in the area.

This work to be carried out within twenty one days from the date hereof.

Failure to comply with this order may result in legal proceedings being instituted against you.

Yours faithfully,

Health Surveyor

BP Australia Limited
Incorporated in Victoria



BP House, 1 Mount Street, Perth
Postal Address: G.P.O. Box X2224, Perth, 6001
Telephone: 320 5205 Telex: 92059 Telegraphic Address: "Beepae", Perth

The Shire Clerk
Shire of Dandaragan
DANDARAGAN WA 6507

Attention

Our Reference	Your Reference	Telephone	Date
WM:DM 410945a		3205 284	14th November 1984

Dear Sir

BP ROADHOUSE CATABY

With reference to your correspondence of 15th August 1984. We request that an extension in time be given to comply with your requirements. Our Company is currently studying a proposal to enlarge and upgrade the roadhouse kitchen. Should this study be accepted, the upgrading of the kitchen will satisfy all requirements of public health.

Should we not go ahead with an upgrade of this site, we undertake to carry out the work requested within 60 days.

Yours faithfully


for Sales Development Manager for WA

*from 17
letter to B.P.*

GS:BE

15th August, 1984

The Manager,
B.P. Australia Limited,
1 Mount Street,
PERTH, W.A. 6000

Dear Sir,

Re: B.P. Roadhouse - Cataby.

As a result of a recent inspection of the above premises, you are herewith required to carry out the following work within thirty (30) days of the date hereof.

1. Repair or replace all defective flooring in kitchen.
2. Defective bench tops on kitchen cupboards to be repaired.
3. Remove panels which were placed between floor and underside of cupboards in order to make the area accessible for cleaning.
4. Provide new evaporation pond for effluent disposal. Application for the construction of the pond to be lodged with the Commissioner of Public Health and approval obtained.

Yours faithfully,

BUILDING AND HEALTH SURVEYOR.

File

BP Roadhouse Cataby

Dandaragan West, W.A. 6507

Telephone 44 2010



May 17, 1984.

Shire Clerk,
Shire of Dandaragan.



Dear Sir,

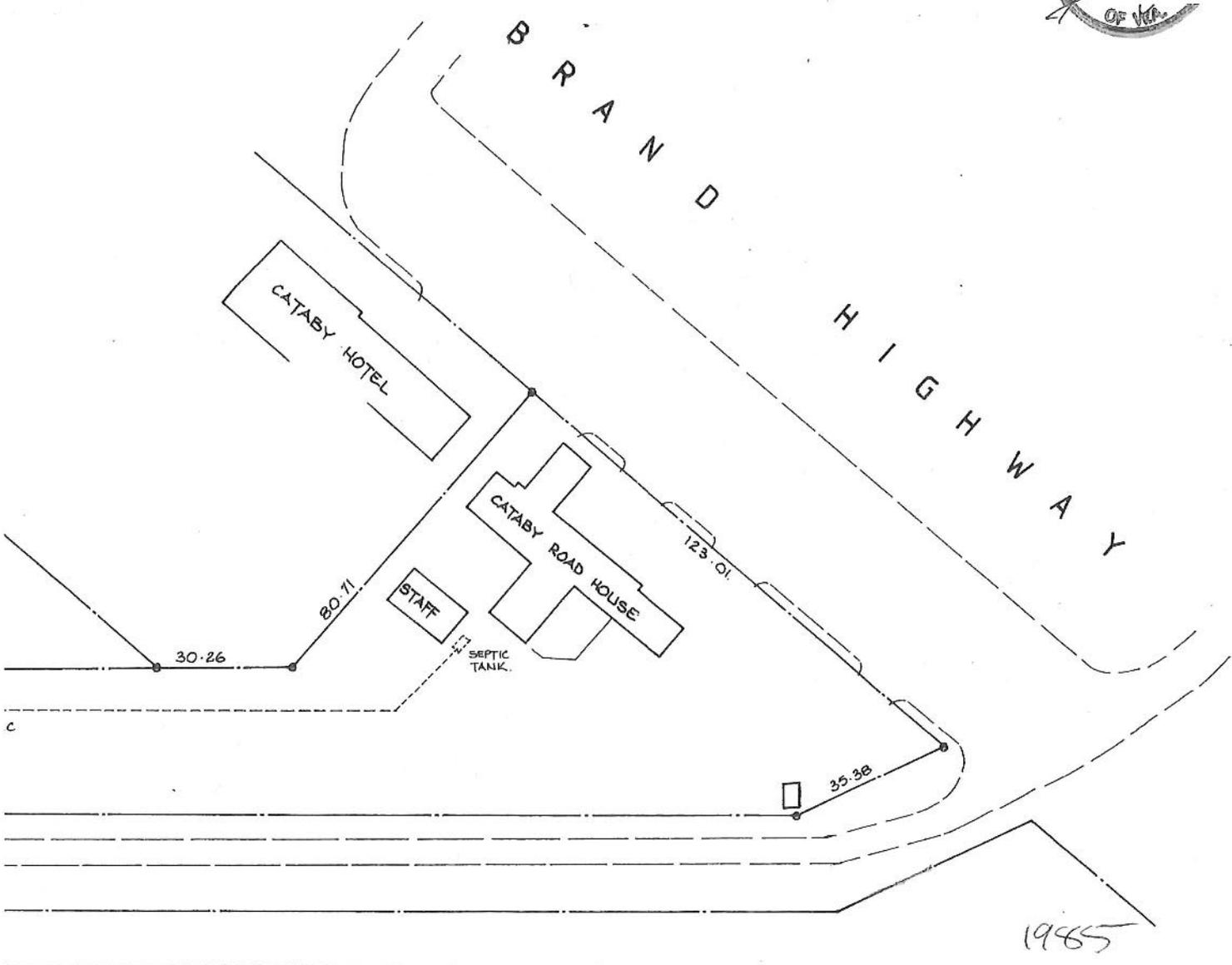
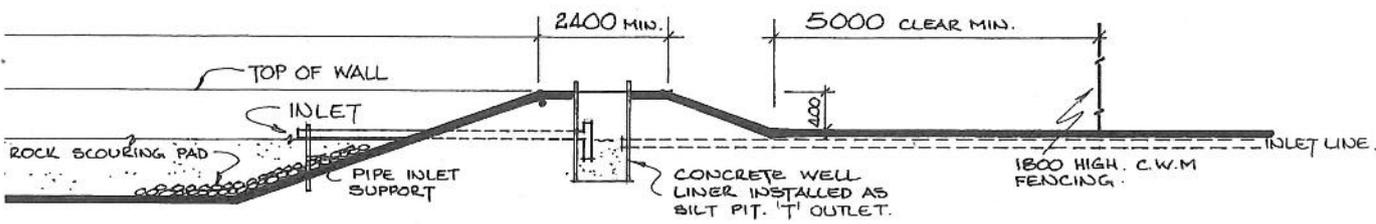
Further to our conversation I wish to advise you that the area surrounding the old rubbish site has now been cleared and a new area has been excavated which is currently in use. I believe your Health Inspector has recently seen this site which he agrees to be an improvement on the old one.

It is hoped to have a fence erected around this area within the next two or three weeks.

Yours sincerely,

[Handwritten signature]

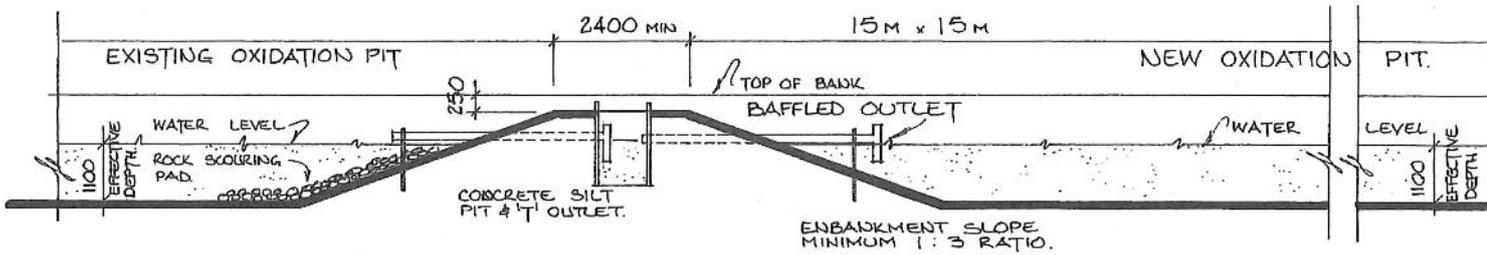
BP Lubrication Service



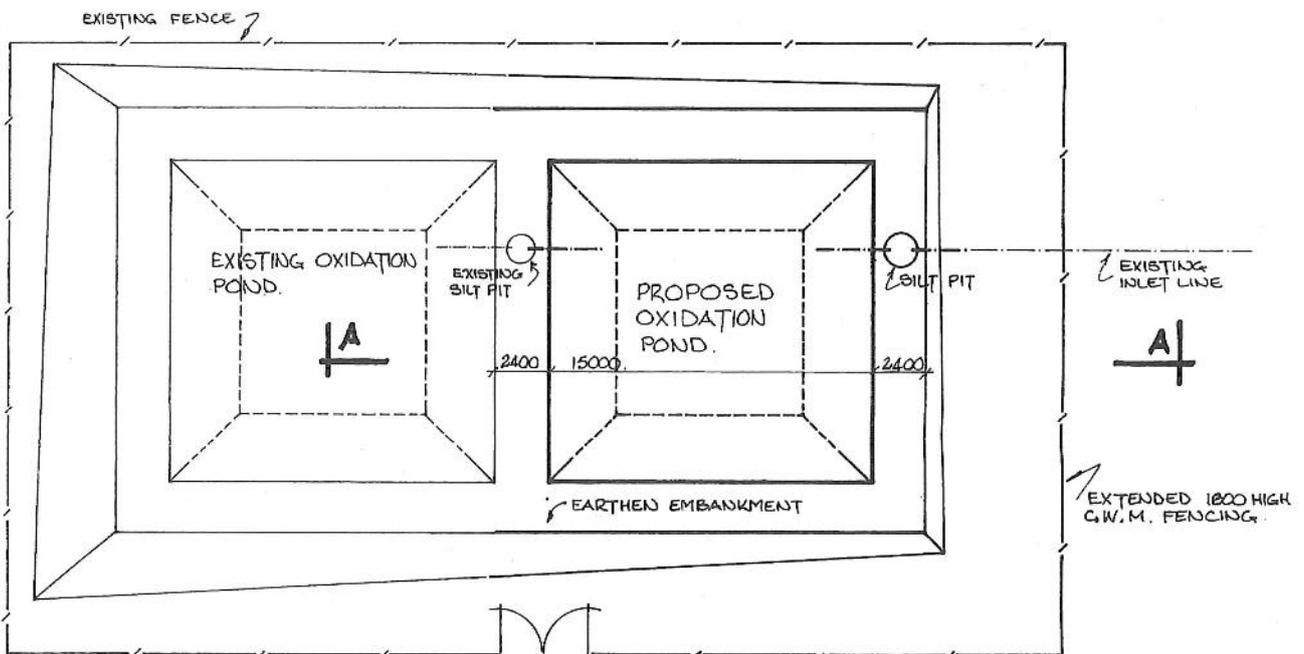
BP
STRALIA LIMITED
STATE OFFICE

BP CATABY ROADHOUSE
PROPOSED OXIDATION POND.

DRAWN	DATE JUNE 85	PRELIMINARY APPROVAL	FINAL APPROVAL	DRG No W.A.2-	ISSUE
CHECKED					A.



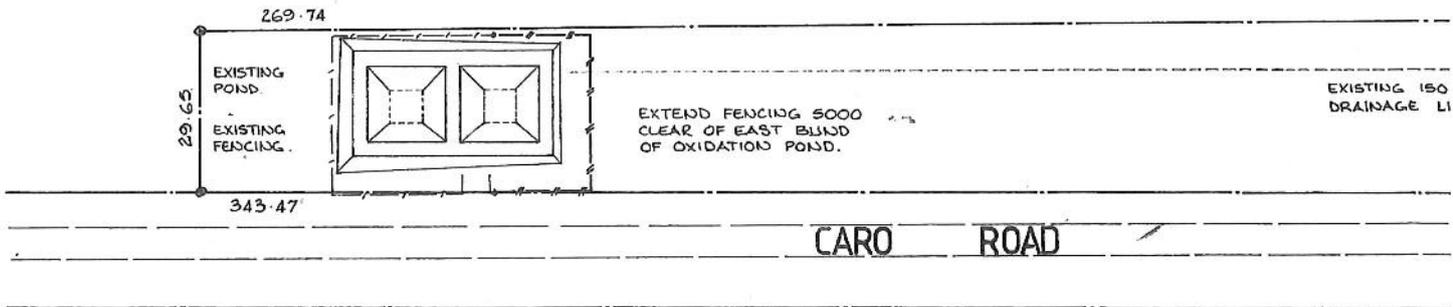
SECTION. OXIDATION POND. ~A.A.



LOCATION LAYOUT.

SCALE 1:1000.

ADDITIONAL SEWERAGE OXIDATION POND.



REFERENCE DRAWINGS		ISSUE	DATE	AMENDMENTS		DRN.	CKD.

BP / W.

SCALE
1:10
1:2

GS:BE
8th January, 1985

The Manager,
BP Australia Limited,
1 Mount Street,
PERTH, W.A. 6000

Dear Sir,

Re: B.P. Roadhouse - Cataby.

I wish to advise the Council has approved an extension of time to the Order of 15th August, 1984.

You are to complete all the work within sixty days from the date hereof.

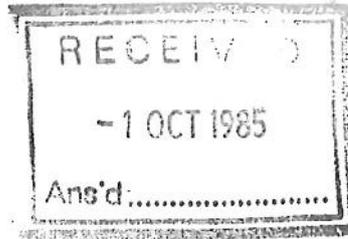
No further extension of time will be granted.

Yours faithfully, *

BUILDING SURVEYOR.



BP Australia Limited
Incorporated in Victoria



BP House, 1 Mount Street, Perth
Postal Address: G.P.O. Box X2224, Perth, 6001
Telephone: 320 5206 Telex: 92059 Telegraphic Address: "Beepee", Perth

Health & Building Surveyor
Shire of Dandaragan
Council Offices
DANDARAGAN WA 6507

Attention

Our Reference
wblwm11293dmm

Your Reference

Telephone

Date
25th September 1985

Dear Sir

BP CATABY ROADHOUSE - OXIDATION POND

Please find enclosed two copies of our drawing detailing, the proposed additional oxidation pond as required at the above site. Also enclosed is a copy of a letter form the Health Department of WA approving the installation subject to the local shire authority being received.

We have instigated work to start on this project following your verbal approval of September 24th, but request that formal approval be directed to our office.

Yours faithfully

for Sales Development Manager for WA

Enc

Health Department of Western Australia

Your ref
Our ref PHD 744/63
Enquiries



Shire Clerk
Shire of Dandaragan
Dandaragan Road
DANDARAGAN 6507

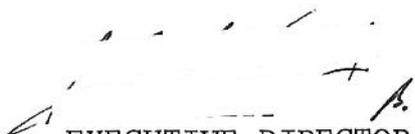
Attention: Health Surveyor

Dear Sir

CATABY ROADHOUSE - OXIDATION POND

... Enclosed for your information please find in relation to the above, a set of approved drawings and copy of letter forwarded to B.P. Australia Limited.

Yours faithfully


EXECUTIVE DIRECTOR
PUBLIC HEALTH

September 20, 1985

BAB:BT

Enc

GS:FC

7th. November 1985

HEA. 1

The Sales Development Manager,
B.P. Aust. Lty.,
G.P.O. Box X 2224,
PERTH. W.A. 6001

Dear Sir,

Re: B.P. Gataby Roadhouse - Oxidation Pond.

I wish to advise that the Council has approved the installation of an oxidation pond at the above location.

Approved drawings are attached.

Yours faithfully,

Health/Building Surveyor

Health Department of Western Australia

Your ref
Our ref PHD 744/63
Enquiries

Mr W
B.P. Australia Limited
G.P.O. Box X2224
PERTH 6001

Dear Mr

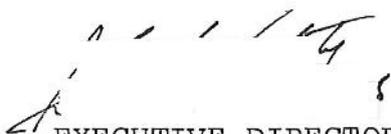
CATABY ROADHOUSE - OXIDATION POND

... Enclosed please find returned an approved set of one of the three sets of documentation submitted in relation to the above.

This Department has no objection to the proposal in principle but approval of the Local Authority will also be necessary.

One set of drawings has been forwarded to the Shire and the other retained at this office for record purposes.

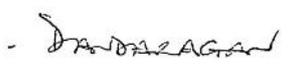
Yours sincerely


EXECUTIVE DIRECTOR
PUBLIC HEALTH

September 20, 1985

BAB:BT

Enc


3 1000

SHIRE OF DANDARAGAN

COUNCIL OFFICES: DANDARAGAN, W.A. 6507

Telephones: General Enquiries 095 44 1010, Health Building 095 48 1020



All correspondence to be addressed
to the SHIRE CLERK.

In reply refer to: GS:BE

Your reference:

8th May, 1987

The Manager,
B.P. Cataby Road House,
CATABY, W.A.

Dear Sir,

As a result of an inspection carried out on the 7th May, 1987 I wish
to inform you of the following items that require your attention:

Workers Quarters:

- 1) Replace existing floor covering in lounge room.
- 2) Secure hand basin to the wall.
- 3) Replace all broken shower screens.
- 4) Replace broken door.
- 5) Renew all washers on leaking taps.
- 6) Clean and remove all rubbish from area surrounding the buildings.
- 7) Rewire fly wire on short glazed windows.

Managers Quarters:

- 1) Anti termite treatment (evidence of white ant infestation in bedroom).

Kitchen and Servery:

- 1) All defective floor covering to be removed and new vinyl covering installed.
2. Upright freezer (Model CA13SF) and Whirlpool 2 x door refrigerator are not suitable to be used.

You are required to attend to the above items within thirty days.

Yours faithfully,


HEALTH AND BUILDING SURVEYOR.

BP Australia Limited
Incorporated in Victoria



BP House, 1 Mount Street, Perth
Postal Address: G.P.O. Box X2224, Perth, 6001
Telephone: 320 5205 Telex: 92059 Telegraphic Address: "Beepee", Perth

Shire Clerk
Shire of Dandaragan
DANDARAGAN WA 6507

Attention:
Health & Building Surveyor

Our Reference	Your Reference	Telephone	Date
erlkb30324gcc		3205 319	24th June 1987

Dear Sir

BP CATABY ROADHOUSE

Further to your letter 7th May 1987 GS:BE to the Manager of Cataby Roadhouse, I wish to advise that we are currently investigating the items as you have identified.

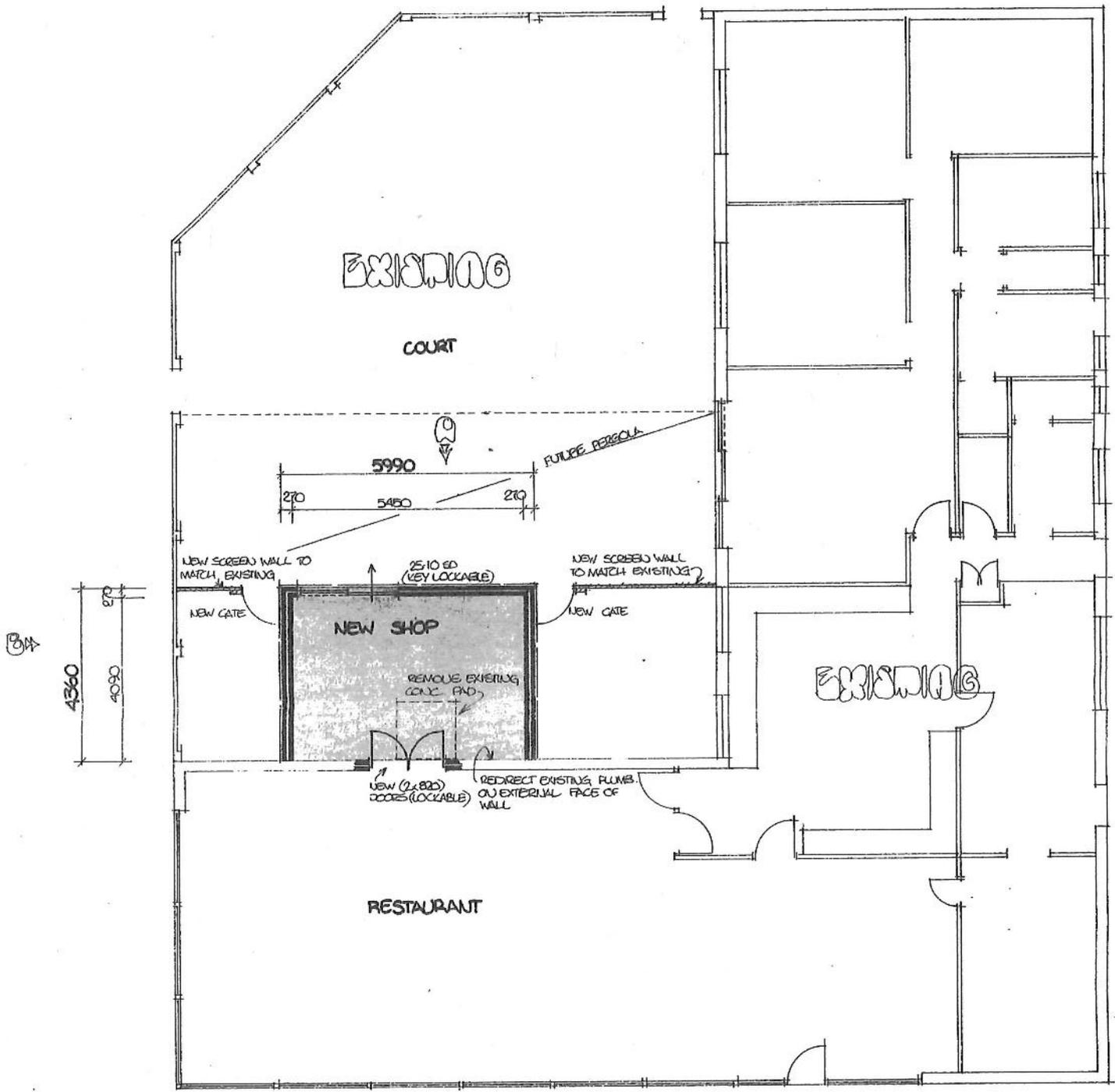
After a recent site visit, we are now producing a scope of works and specification for areas or items requiring maintenance or upgrading, including those items you have identified, for this site.

It is anticipated, after procuring quotes from contractors, that works would commence on site by 21st July 1987.

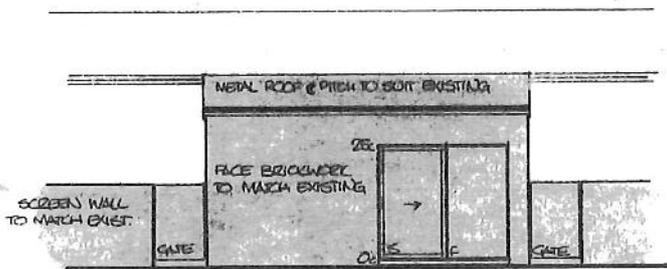
We hope this meets with your approval and should you have any queries please contact the Retail Engineer on 3205 319.

Yours faithfully

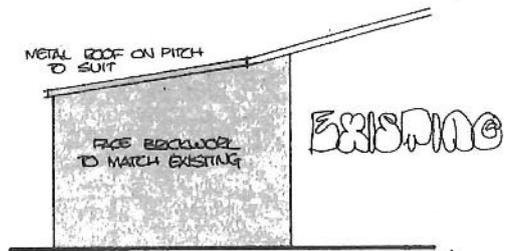
Retail Engineer



FLOOR
PLAN
Scale 1/8"=1'-0"

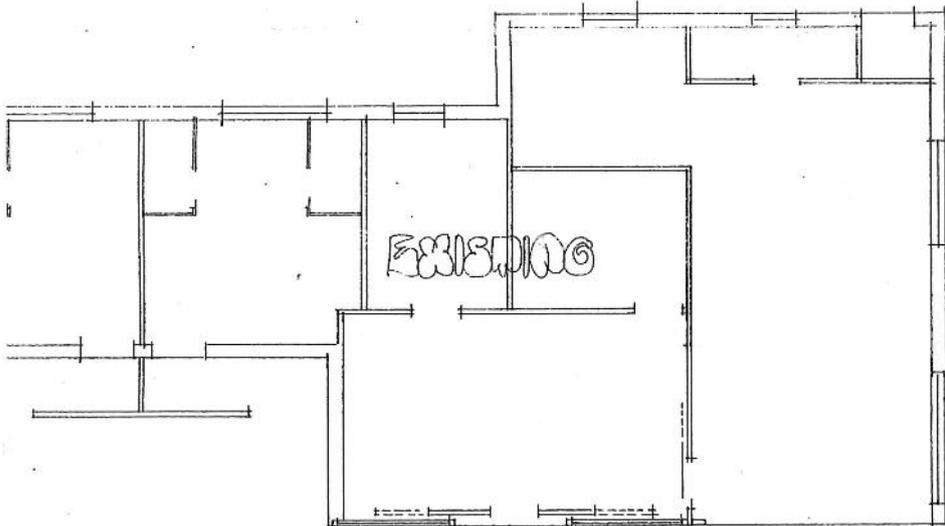
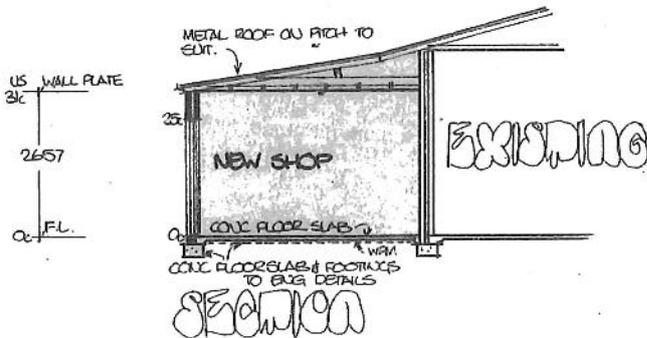


ELEVATION A



ELEVATION B

GENERAL ROOF TIMBERS
 100x50 RAFTERS @ 600cs
 100x75 PURLINS
 75x50 C JOISTS
 200x38 HANGERS
 75x75 STRUTS.



40
 49.38
 40.00
 21.00
 60.38
 170.38

B.J. SERVICE DRAFTING

DESIGN & DRAFTING CONSULTANT
 211 BALCATT ROAD
 BALCATT W.A. 6021
 TEL: 349 6920
 FAX: 345 1084

PROPOSED ALTERATIONS TO B.P. ROADHOUSE CATBY

NOTE: BUILDER TO VERIFY ALL DIMENSIONS AND DRAFTING (INC. SITE DIMENSIONS) NOTIFY DRAFTSMAN OF ANY DISCREPANCIES BEFORE COMMENCING ANY WORK

DRAWN:	CHECKED:
DATE:	

Letter to D.P. H. - M.R.A.

1988

3533 DATE 14/10/88

B/FW 1319

GS:BE

29th April, 1988

The Manager,
B.P. Australia Limited,
269 Adelaide Terrace,
PERTH, W.A. 6000

Dear Sir,

Re: B.P. Roadhouse - Cataby.

Please attend to the following items:

1. Replace defective fluorescent light tube casings on the exterior of the building. (Currently harbouring rodents).
2. Dishwasher in kitchen is not operating and should be repaired or replaced.
3. The chairs with torn lining and in bad repair to be removed from dining room.
4. Cool room not working effectively and it is suggested that this matter be attended to urgently in order to avoid loss of food. (The temperature in the cool room should not exceed 5°C).

Please attend to the above items urgently.

Yours faithfully,

HEALTH AND BUILDING SURVEYOR.

BP Australia Limited

Incorporated in Victoria

BP House, 1 Mount Street, Perth
Postal Address: G.P.O. Box X2224, Perth, 6001
Telephone: 21-0381 Telex: 92059 Telegraphic Address: "Beepee", Perth

The Shire Clerk,
Dandaragan Shire Council,
DANDARAGAN W.A. 6507

ATTENTION: F

Our Reference

IDC:DLY

Your Reference

Telephone Ext'n

(Indial 205.284)

Date:

14th March, 19

Dear Sir,

BP CATABY ROADHOUSE

We write to advise that both of the concrete water tanks at this site have been thoroughly cleaned and chlorinated.

Testing of water samples indicated that the northern water tank was badly polluted. This confirmed your earlier finding.

Yours faithfully,

For Retail Marketing Manager for W.A.

BP Australia Limited

Incorporated in Victoria

BP House, 1 Mount Street, Perth
Postal Address: G.P.O. Box X2224, Perth, 6001
Telephone: 21-0381 Telex: 92059 Telegraphic Address: "Beepee", Perth

The Shire Clerk,
Dandaragan Shire,
DANDARAGAN W.A. 6507

Our Reference
IDC:DLY

Your Reference

Telephone Ext'n
(Indial 205.284)

Date
20th December,

Dear Sir,

BP CATABY ROADHOUSE.

We write to enquire if you have reached a decision as to the size of the septic tank for this site.

Yours faithfully,


For Retail Marketing Manager for W.A.

*Decision by
telephone
9.12.1977*

BP Australia Limited

Incorporated in Victoria

BP House, 1 Mount Street, Perth
Postal Address: G.P.O. Box X2224, Perth, 6001
Telephone: 21-0381 Telex: 92059 Telegraphic Address: "Beepee", Perth

Dandaragan Shire Council,
DANDARAGAN W.A. 6507

Attention: Mr.

Our Reference
IDC:DLY

Your Reference

Telephone Ext'n
(India 205.284)

Date
22nd March, 1977

Dear Sir,

BP CATABY ROADHOUSE

We write to advise that the two concrete fresh water tanks have been cleaned and chlorinated.

Our plumbing Contractor will be on site this week to start on the construction of the new septic tank (13' long 7' wide and 5' effective depth). He will also seal the tanks as you requested. *(water tanks that is)*

We will keep you informed of progress.

Yours faithfully,

For Retail Marketing Manager for W.A.





BP OIL

BP Australia Limited
Durack Centre
263 Adelaide Terrace Perth 6000
Postal Address:
G.P.O. Box X2224 Perth 6001

Switchboard: (09) 425 5255
Central Fax: (09) 425 5211
Telex: 92059

Shire of Dandaragan
Health & Building Surveyor
Bashford Street
JURIEN WA 6516

Direct Line: 425 5262
Direct Fax: 425 5393

Reference: TP1\KC636P.Y11

9th March 1990

Attention:

Dear Sir

RE: WATER TANKS - SERVICE STATION CATABY

Confirming our phone discussion today, please find listed below the planned course of action to rectify the water problems at BP Cataby.

1. Abandon existing concrete water storage tanks and replace with fiberglass tanks. Lead time required on manufacture of tanks is 7-10 days.
2. Replacement of water softener unit - existing unit has reached its serviceable lifespan - lead time 7 days ex Sydney.
3. Installation of a multi media sand pre filter - lead time 7 days ex Sydney.

In addition to the above I am investigating the feasibility of including a chlorinator unit in the water treatment plant as you suggested.

I am sure you will agree the above improvements will provide a trouble free water supply to the site not only in the short term but long term also.

The time frame for the implementation of these improvements extends beyond the deadlines indicated in your letter to the site, dated 26th February 1990.

I ask for your co-operation in providing an extension of time in which to complete these works. I will keep you informed of our progress towards completing the above.

Yours faithfully
BP AUSTRALIA LIMITED


Retail Area Sales Manager

"C"



BP OIL

BP Australia Limited
Durack Centre
263 Adelaide Terrace Perth 6000
Postal Address:
G.P.O. Box X2224 Perth 6001
Switchboard: (09) 425 5255
Central Fax: (09) 425 5211
Telex: 92059

Shire of Dandaragan
Health & Building Surveyor
Bashford Street
JURIEN WA 6516

Direct Line: 425 5262
Direct Fax: 425 5393

Reference: TP1\KC730P.YI1

22nd March 1990

Attention:

Dear Sir

RE: BP CATABY ROADHOUSE

Further to my correspondence dated 9th March 1990 I now confirm the following:

- (1) O/N 01064-609095 has been raised against Booragoon Maintenance Service to supply water treatment equipment.
- (2) O/N 01064-609094 has been raised against R & R Fibreglass to manufacture two 11 365 litre tanks to replace existing concrete tanks.

We have decided against installing a chlorinator at this stage, but will monitor water quality to see if this is required. I am told that an inline automatic chlorinator can be installed very easily.

One of the existing concrete tanks will be flushed and the roof removed and the two new fibreglass tanks will stand inside. The other concrete tank will eventually be abandoned.

I am currently sourcing a contractor to remove the roof in preparation for the fibreglass tanks to be installed.

The lead time on manufacture of the tanks is 7-10 days and supply of water treatment plant 7 days ex Sydney. I will advise the date when the installation will occur.

Yours faithfully
BP AUSTRALIA LIMITED

[Handwritten signature]
 ()
 Retail Area Sales Manager



BP OIL

BP AUSTRALIA LIMITED
DURACK CENTRE
265 ADELAIDE TERRACE
PERTH
WA 6000

POSTAL ADDRESS:
GPO BOX X2224 PERTH 6001

SWITCHBOARD (09) 425 5255

FAX (09) 425 5393

TELEX 92059

DIRECT PHONE (09) 4255 262

REF/SERIAL No:

RETAIL BRANCH WA

FACSIMILE MESSAGE

SENDING TO FAX No 096 521310

DATE: 22/3/90

1. CONFIDENTIAL <input type="checkbox"/>	1. URGENT <input type="checkbox"/>	TOTAL No OF PAGES INCLUDING THIS ONE
2. UNCLASSIFIED <input checked="" type="checkbox"/>	2. ORDINARY <input checked="" type="checkbox"/>	<u>2</u>

	ORGANISATION	LOCATION	PERSON	DEPT
TO	<i>SMAS OF DAMONKIN</i>	<i>WALTON & BOWLING</i>		
COPIED				
FROM	<i>BP Oil</i>	<i>PERTH</i>		

MESSAGE (PLEASE PRINT CLEARLY)

Please find attached an update on the Lottery

Response

Response

SIGNED: _____

AUTHORISED (WHERE NECESSARY) _____

NF:BE

26th February, 1990

The Manager,
Cataby Holdings,
C/
PO Box 11,
GINGIN, W.A.

Dear Sir,

Re: Water Tanks - Service Station - Cataby.

I have taken water samples from the above station and the evidence points to the tanks being contaminated. An inspection revealed a number of foreign objects being observed/found in the tanks as well as the lids not complying with the Model By-laws Series "A".

Therefore under the Model By-laws Series "A" Part 1 Section 40 (b) (c) you are required within seven (7) days to empty, cleanse and disinfect the tanks and provide tight fitting covers within thirty (30) days. Failure to comply with this order will leave Council with no alternative but to take legal action.

If you have any further queries please do not hesitate to contact the undersigned.

Yours faithfully,

HEALTH & BUILDING SURVEYOR.

Cataby Holdings Pty. Ltd.

IN THE HEART OF THE MID WEST OF THE WILDFLOWER STATE

BRAND HIGHWAY, DANDARAGAN WEST, WESTERN AUSTRALIA P.O. BOX 11 GINGIN 6507
HOTEL MOTEL PHONE (096) 512 012 FAX (096) 512 054

Licensee: Edna Matkovich.

B/E 1219.

29th October, 1991.

EM/RF CA 0835

Mr
C/- Shire Office
JURIEN WA 6516

*TAKE TO NOVEMBER
H/B Committee Meeting*

Dear Sir,

We are considering establishing and operating a plants nursery on our premises located at Cataby on Location PT-M2088 Assessment No (365), Brand Highway. We propose to sell a general range of plants, fertilizers small garden tools etc., in fact the range of items generally for sale in plant nurseries.

We also propose to retail fresh vegetables and perhaps fresh fruits and some cottage industry lines. We will not be preparing or selling any foods of any description. We will obtain approval from the main roads department to operate, although there will be no new entry of exit way on the Brand Highway created.

We look forward to Council response to this matter.

Yours faithfully,

PN 11

Council didn't approved.
[Signature]

Shire of Dandaragan

COUNCIL OFFICES:
Dandaragan, W.A. 6507
Telephone: (096) 514010
Facsimile: (096) 514057



HEALTH & BUILDING:
Bashford St., Jurien, W.A. 6516
Telephone: (096) 521020
Facsimile: (096) 521310

All correspondence to be addressed to the Shire Clerk

Our Ref: TM:dg BE.1219

Your Ref:

10 December, 1991

Enquiries:

Licensee
Cataby Holdings Pty Ltd
PO Box 11
GINGIN WA 6503

Dear Madam

I refer to your letter dated 29 October, 1991 outlining your application to Council to establish a retail plant nursery and associated retailing lines on your premises located at Cataby.

Your application was presented to Council at its November meeting held on the 21st and after considerable discussion resolved not to approve the establishment of your proposal.

In determining their decision Council was mindful of their policy of not encouraging retail business developments along Brand Highway outside the perimeters of the gazetted townsites along the highway, however, if you wish to discuss this matter further please do not hesitate to contact me.

Yours faithfully

HEALTH & BUILDING SURVEYOR

Shire of Dandaragan

COUNCIL OFFICES:
Dandaragan, W.A. 6507
Telephone: (096) 514010
Facsimile: (096) 514057



HEALTH & BUILDING:
Bashford St., Jurien, W.A. 6516
Telephone: (096) 521020
Facsimile: (096) 521310

All correspondence to be addressed to the Shire Clerk

Our Ref: BE1219 TM:jw

Your Ref:

Enquiries:

28 January 1994

The Proprietors
BP Cataby Roadhouse
PO Box 11
GINGIN WA 6503

Dear Sir/Madam,

Further to my inspection of the premises on 25 January 1994 in company of yourself.

As outlined to you at the time there are some items throughout the complex requiring attention in order to maintain the very high standard of service to the public which you render.

Roadhouse

The kitchen and associated facilities are being well maintained, the backing board behind the grillers requires replacing with a stainless steel covered plate.

The protector grills and fans in coolroom require regular periodic removal for cleaning.

Service Station

The truck drivers toilet/ablution facility requires painting to all areas not tiled, with enamelled paint.

Female public toilets require painting including the privacy screen to the male and female toilets.

Male public toilets require regular cleaning of walls and ceiling.

The broken power outlet located over vanity basins is to be replaced.

Staff Quarters

Male toilet/ablution facility requires a new shower screen to be fitted, may I suggest the screen be replaced with a screen other than of glass material.

Provide new shower curtain of the washable type, not plastic.

Fit tap handle over vanity basin.

Remove from room the dilapidated cupboard and provide a vinyl covered impervious surfaced vanity shelf.

Female toilet/ablution facility requires new shower screen and shower curtain as outlined for male facility. Remove cupboard from room and provide vanity shelf as also outlined for male facility.

Water Supply

As discussed, you are aware of the problem associated with the brine tank on the water softener service and have remedial action in hand.

The chlorinator equipment has not been functioning for quite some time possible due to the misconception that with the water softener in operation there is no requirement to chlorinate the supply.

Water samples will be collected in due course to determine the bacteriological count in the water supply prior to connecting the chlorinator.

Would you please inform me when the works as outlined are completed and should you wish to discuss any aspect of this matter please do not hesitate to contact me.

Yours faithfully,



HEALTH & BUILDING SURVEYOR

Receipt No. 2903012+103

RECEIVED
28 MAR 2001
JURIEN BAY OFFICE
SHIRE OF DANDARAGAN



CEO		DCEO	
WKS		PLINT	
CSM		EHO	
ACCT		RNGR	
RATE		PAY	
CRED		AGENDA	

**SCHEDULE
FORM 1**

**APPLICATION FOR RENEWAL OF REGISTRATION
FOR PETROL PUMP**

TO THE COUNCIL OF THE SHIRE OF DANDARAGAN,

I, THE UNDERSIGNED, HEREBY APPLY TO RENEW THE REGISTRATION FOR THE PURPOSE OF PROVIDING A PETROL PUMP, DESCRIBED HEREUNDER.

NAME OF APPLICANT IN FULL: B. P. Calvey Road House

ADDRESS OF APPLICANT: Brown Highway Dandaragan West

PHONE _____ MOBILE _____ FAX _____

PO BOX _____

NAME AND ADDRESS OF OWNER: _____

PO BOX _____

PHONE _____ MOBILE 0385 _____ FAX _____

SITUATION OF PREMISES: _____

Brown Highway Dandaragan West

SIGNATURE OF APPLICANT: _____

DATE: 26 3 2001

BEI219



FILE COPY

SHIRE of DANDARAGAN

BUILDING CONTROL DISCLAIMER

This disclaimer of legal liability or responsibility shall have, and is intended to have, effect as a condition of the Building License hereby issued.

Whilst Council has inspected the plan and specifications with a view to ascertaining the extent of compliance of the proposed building with all relevant bylaws, regulations and statutory provisions ("the statutory provisions") and reserves the right to carry out site inspections, Council disclaims all legal liability and responsibility for:

- (i) actual compliance by the plans and specifications with the statutory provisions; or for
- (ii) any defect (latent or patent) in the design and/or construction of the subject building;
- (iii) any defect in the site and its capacity to support the foundations or in the materials used in the constructions of the building.

You as builder/building owner must take responsibility in relation to each and all of the foregoing matters and not rely upon the Council in relation thereto. By acting upon this permit, you as builder/building owner release and discharge the Municipality from all liability in relation to such matters, and indemnify the Municipality from all claims for loss or damage sustained by you and any successors in title by reason of non-compliance of plans and specifications and/or building with the statutory provisions, or by reason of any such defects.

General Conditions on Building Licence

GENERAL CONDITIONS OF APPROVAL. The herein requirements as applicable, apply to the erection of the building under this licence, in addition to the particular "conditions of approval" attached to the approved signed plan or as stated on the Building Licence.

1. **NOTICE BOARD:** Builder to erect a sign on the lot, showing lot number and builder's name and registration number.
2. **ROAD & FOOTPATH:** Road & Footpath and other Council property to be protected against damage.
3. **TEMPORARY SANITARY CONVENIENCE:** To be provided/installed unless otherwise approved by the Council and to be installed before any work commences.
4. **NO ALTERATION:** No alteration is to be made to the approved plans or specifications or variations to the building without the Building Surveyors written approval on amended plans, etc.
5. **ALL MATERIALS:** All materials used in the construction of this building are to be the best of their respective kinds and no old or second-hand materials are to be without the prior approval in writing of the Building Surveyor.
6. **WORKMANSHIP:** To be carried out in accordance with the standard of workmanship approved by the Builder's registration Board of WA.
7. **USE OF PREMISES:** No change of use is to take place without the Council's approval in writing, and domestic outbuildings are not to be used for residential purposes or for any commercial, industrial or business use. Occupation of part buildings is not permitted.
8. **RUBBISH:** All rubbish and builder's refuse accumulated during construction must be cleaned up and removed from building site and deposited at Council's rubbish site.
9. **TERMINATION OF BUILDING LICENCE:** This licence becomes Null and Void of the work covered by this licence is not substantially advanced within one year of the date of issue.

These Building requirements are accepted as forming an addition to the plans and specifications submitted with this Building Application. I undertake to notify the Owner/Architect and Builder of the need to observe these requirements.

Building Application: 94/07 Building Envelope No: BE:1219

Construction: Tele Exchange Building
 Location: Lot 100 Carp Road, Cataby via Dandaragan
 For and on behalf of: Metrowest Construction on Behalf of Telstra
 Signature: _____ Date: 30/7/2007



Appendix 2
Certificate of Title and Diagram

WESTERN



AUSTRALIA

REGISTER NUMBER 100/D66700	
DUPLICATE EDITION 4	DATE DUPLICATE ISSUED 2/8/2019

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

VOLUME **1700** FOLIO **772**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.



REGISTRAR OF TITLES

LAND DESCRIPTION:

LOT 100 ON DIAGRAM 66700

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

VER CUSTODIAN PTY LIMITED OF LEVEL 16 720 BOURKE STREET DOCKLANDS VIC 3008
(T O202735) REGISTERED 1/8/2019

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

- EXCEPT AND RESERVING METALS, MINERALS, GEMS AND MINERAL OIL SPECIFIED IN TRANSFER 5861/1958.
- EXCEPT AND RESERVING METALS, MINERALS, GEMS AND MINERAL OIL SPECIFIED IN TRANSFER 27832/1963.
- K286434 LEASE TO TELSTRA CORPORATION LTD OF TELSTRA CENTRE, 80 STIRLING STREET, PERTH EXPIRES: SEE LEASE. AS TO PORTION ONLY REGISTERED 30/7/2007.
- *L709120 MEMORIAL. CONTAMINATED SITES ACT 2003 REGISTERED 16/8/2011.
- O120472 LEASE TO LIBERTY OIL PROPERTY PTY LTD OF 381 TOORONGA ROAD HAWTHORN EAST VIC 3123 EXPIRES: SEE LEASE. REGISTERED 29/3/2019.

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.
* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF 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: 1700-772 (100/D66700)
 PREVIOUS TITLE: 1380-208, 1700-770
 PROPERTY STREET ADDRESS: 10805 BRAND HWY, CATABY.
 LOCAL GOVERNMENT AUTHORITY: SHIRE OF DANDARAGAN

Appendix 3
Lease Documents (K286434 and O120471) and Memorial
(L709120)

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 words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then 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.
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 certificate(s) of 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. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan".
If none show "nil".
3. **LESSOR**
State the 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.
4. **LESSEE**
State full name of the Lessee/Lesseees and the address/addresses to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
5. **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.
6. **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".
7. State amount of yearly rental in figures.
8. State term of payment.
9. Insert any Covenants required.
10. **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 full name, address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

0120472 L

29 Mar 2019 11:44:48 Perth



LEASE

LODGED BY:

ADDRESS: **JACKSON McDONALD SERVICES PTY LTD**
Level 17, 225 St Georges Terrace
PERTH WA 6000

PHONE No. Tel: 9426 6611
FAX No. Fax: 9321 2002
Landgate Box 152Y

REFERENCE No. **7166024**

ISSUING BOX

PREPARED BY: MINTER ELLISON

ADDRESS: ALLENDALE SQUARE, 77 ST GEORGES TERRACE, PERTH

PHONE No. 08 6189 7800 FAX No. 08 6189 7999

REF: MYG:1209792

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____

2. _____

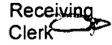
3. _____

4. _____

5. _____

6. _____

Received Items Nos. **0**

Receiving Clerk 

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



Signing page

EXECUTED as an agreement.

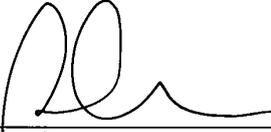
Executed by Liberty Oil Land Pty Ltd ACN 117 759 083 in accordance with section 127 of the Corporations Act 2001



Signature of director

DAVID WIELAND

Name of director (print)



Signature of ~~director~~/company secretary
(Please delete as applicable)

ANDREW COSSEN

Name of ~~director~~/company secretary (print)

Executed by Liberty Oil Property Pty Ltd ACN 601 789 324 in accordance with section 127 of the Corporations Act 2001



Signature of director

DAVID WIELAND

Name of director (print)



Signature of ~~director~~/company secretary
(Please delete as applicable)

ANDREW COSSEN

Name of ~~director~~/company secretary (print)

Schedule 9 – Site Management Plan

Not applicable

Schedule 8 – Form of Release

The Third Party:

- (a) is responsible for;
- (b) must not, at any time, take any action or proceeding or make any claim or demand against the Landlord in relation to; and
- (c) unconditionally and irrevocably releases the Landlord from,

any:

- (d) remediation of; and
- (e) costs, damages, debts, expenses, liabilities or losses associated with,

Contamination on, in or under, or migrating from or onto the Disposal Property to the extent arising in connection with a change, or proposed change, of the use to which land that comprises all, or part, of the Disposal Property is put.

Schedule 7– Disposal ROFR Reply Notice

To: [insert Landlord's name and address]

Dated: [insert date]

Re: Offer for Sale - [insert details of Leased Property and title information] (Premises)

[insert Tenants name and ABN] (Tenant) in response to your Disposal ROFR Notice dated [insert date] (Notice) and in accordance with clause 21.2 of the Lease dated [insert date] between you and the Tenant (Lease), hereby [insert Option 1, Option 2 or Option 3]:

1 Option 1

accepts your offer to sell the Premises on the Material Terms set out in the Notice.

2 Option 2

accepts your offer to sell the Premises on the Material Terms set out in the on behalf of a Nominee, whose details are set out in the table below.

Nominee	Details
Name	
Address	
ABN	

3 Option 3

rejects your offer to sell the Premises on the Material Terms set out in the Notice.

Signed for and on behalf of [insert Tenant's name] by [#] in the presence of

Signature of witness

Signature of Authorised Signatory

Name of witness (print)

Name of Authorised Signatory (print)

Address of witness (print)

Address of Authorised Signatory (print)

Terms and expressions in this Notice that are not defined in this Notice have the meaning given to the term in the Lease.

Annexure A – Other Terms and Conditions

ME_158537766_3

Page 69

Schedule 6– Disposal ROFR Notice

To: [insert Tenant's name and address]

Dated: [insert date]

Re: Offer for Sale - [insert address and title details] (Premises)

[insert Landlord's name and ABN] (Landlord) hereby offers to sell you the Premises in accordance with clause 21 of the lease dated [insert date] between you and the Landlord (Lease) on the following Material Terms:

Material Terms	
Purchase Price	
Premises title information	
Deposit	
Completion date	
Other terms and conditions	See terms and conditions attached to this notice at Annexure A (if any)

In accordance with clause 21.2 of the Lease, you have 30 Business Days from receipt of this notice to indicate whether you accept or reject this offer and if you accept this offer:

- (a) whether you accept it on behalf of a nominee; and
- (b) if you accept this offer on behalf of a nominee, the name address and ABN (if applicable) of the nominee.

Signed for and on behalf of [insert Landlord's name] in the presence of

Signature of witness

Signature of Authorised Signatory

Name of witness (print)

Name of Authorised Signatory (print)

Address of witness (print)

Address of Authorised Signatory (print)

- (c) Terms and expressions in this Notice that are not defined in this Notice have the meaning given to the term in the Lease.

(B) 5 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

(C) whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

(c) Notices sent by email need not be marked for attention in the way stated in clause 3.1(a). However, the email must state the first and last name of the sender. Notices sent by email are taken to be signed by the named sender.

4.2 Governing law and jurisdiction

This deed poll is governed by the laws of the State in which the Property is situated. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this deed poll.

4.3 Continuing obligations

This deed poll is irrevocable.

4.4 Waiver

No party may rely on the words or conduct of the Recipient as a waiver of any right arising under or in connection with this deed poll unless the waiver is in writing and signed by the Recipient.

4.5 Variation

No variation of this deed poll is effective unless made in writing and signed by each party and the Recipient.

4.6 Cumulative rights

Except as expressly provided in this deed poll, the rights of the parties and of the Recipient under this deed poll are in addition to and do not exclude or limit any other rights or remedies provided by law.

5. Execution page

5.1 Executed as a deed poll.

(a) *Drafting Note: Owner's execution clause to be inserted*

- (v) the Owner does not make any warranties in relation to the Fuel Equipment and Liberty takes the Fuel Equipment in the condition and repair as at the date of the transfer of ownership.
- (b) Liberty may only exercise its rights under clause 2(a) if and to the extent Liberty determines (acting reasonably) that it is necessary or desirable to do so to manage or remediate any Contamination on the Property.

3. Subsequent Owner

The Owner must:

- (a) ensure that a purchaser of the Property signs a deed poll on the terms of this deed poll; and
- (b) deliver that deed poll to Liberty immediately after completion of the sale of the Property.

4. General

4.1 Notices

- (a) Unless expressly stated otherwise in this deed poll, a notice, consent or other communication given under this deed poll to a party (each a Notice):
 - (i) must be in legible writing and in English;
 - (ii) must be addressed to the party at the address or email address set out below or to any other address or email address the party notifies to the beneficiaries of this deed poll for the purposes of this clause:

Owner

[insert]

Attention: [insert]

Address: [insert]

Email: [insert]

Liberty

Attention: Paul Edmends / Andrew Cossen

Address: 381 Tooronga Road, Hawthorn East, Victoria 3123

Email: acossen@libertyoil.com.au & pedmends@libertyoil.com.au

- (iii) must be either:
 - (A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside Australia) to that party's address; and
 - (B) sent by email to that party's email address; and
- (iv) is deemed to be received by the addressee in accordance with clause 3.1(b).
- (b) Without limiting any other means by which a party may be able to prove that a Notice has been received by another party, a Notice is deemed to be received:
 - (i) if delivered by hand, when delivered to the addressee;
 - (ii) if sent by post, it will not be deemed to be received in the ordinary course of post or on a date other than the date (if any) on which it is actually received; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or

Fuel Equipment Deed Poll

This deed poll is

Made by [insert name & ACN of purchaser]
of [insert address] (Owner); and

In favour of [insert name & ACN] of 381 Tooronga Road, Hawthorn East, Victoria (Liberty).

The Owner declares:

1. Defined terms and interpretation

1.1 Defined terms

In this deed poll:

Fuel Equipment means any fixture, fitting, plant, machinery or equipment installed in, on or under a Leased Property from time to time, including any:

- (a) tank or transmission line, whether located above or below ground;
- (b) electrical cables required to operate the Fuel Equipment, whether located above or below ground;
- (c) bowser;
- (d) pump; and
- (e) hose,

and that is used, or designed or intended to be used, at the Leased Property for:

- (f) storing motor fuel or LPG;
- (g) transferring motor fuel or LPG from any place where it is stored to any other place, or from place to place; or
- (h) dispensing motor fuel or LPG.

Property means the property comprised in certificate of title [insert], located at [insert].

[Drafting Note: to be completed with the description of the property being sold under the contract for sale]

1.2 Nature of deed poll

This deed poll may be relied on and enforced in accordance with its terms by Liberty even though Liberty is not a party to this deed poll.

2. Right to Purchase Fuel Equipment

- (a) Subject to clause 2(b), Liberty may, by giving written notice to the Owner, require the Owner to transfer the Fuel Equipment on or in the Property to Liberty in accordance with the following:
 - (i) the purchase price for the Fuel Equipment will be the net book value of the relevant Fuel Equipment and the Owner must provide Liberty with reasonable evidence of the net book value (**Fuel Equipment Price**);
 - (ii) the transfer of ownership of the Fuel Equipment will take effect on the date which is 10 Business Days after Liberty's notice and the Owner must transfer unencumbered title to the Fuel Equipment to Liberty;
 - (iii) the terms of the transfer of the Fuel Equipment will be on the terms of Liberty's standard asset transfer agreement at the time of transfer;
 - (iv) on the date of the transfer of ownership of the Fuel Equipment Liberty must pay the Owner the Fuel Equipment Price; and

The vendor must, promptly after completion, provide one copy of the signed Fuel Equipment Deed Poll to [Viva Energy Australia Limited].

[Drafting Note: This special condition will be included in any sale contract to a third party purchaser]

2. Survey report and building certificate

The vendor does not hold a survey report or a building certificate for the property and the purchaser is not authorised to apply to any relevant authority for a building certificate for the property prior to completion.

3. Requisitions

The purchaser acknowledges and agrees that it is not entitled to make requisitions in relation to the property.

4. Discharge of mortgage

If there is a mortgage affecting the property:

- (a) the vendor is not obliged to register a discharge of the mortgage before completion, and the purchaser is not entitled to require the vendor to do that; and
- (b) the purchaser must accept on completion a properly executed discharge of mortgage, as the case requires, in registrable form.

5. Caveat

If there is a caveat affecting the property the vendor is not obliged to register a withdrawal of caveat:

- (a) if the caveat protects or records an interest which the purchaser takes subject to; and
- (b) unless the caveat would prevent registration of the transfer of the property, in which case the vendor may hand the purchaser a withdrawal of caveat in registrable form on completion.

6. Notice to complete

- (a) The parties acknowledge that time is not of the essence in this contract and the period of 14 days after the date of service of a notice to complete is reasonable and sufficient to make time of the essence.
- (b) If a party issues a notice to complete, the issuing party may withdraw and re-issue the notice to complete at any time.
- (c) If a party withdraws and re-issues a notice to complete and a period of 14 days has elapsed since the issue of the first notice to complete then, despite clause 6(a), the parties acknowledge that it will be reasonable and sufficient if any subsequent notice to complete is for a period that is less than 14 days after the date of service of any subsequent notice to complete.

7. Limitation of liability - vendor

- (a) ***[Drafting Note: insert standard limitation of liability clauses of the vendor]***

8. Limitation of liability – purchaser

- (a) ***[Drafting Note: insert standard limitation of liability of the purchaser if applicable]***

9. Deed Poll

On completion of this contract the purchaser must provide the vendor with two copies of the deed poll in the form attached in Attachment A (Fuel Equipment Deed Poll), signed by the purchaser.

Schedule 5 – Sale Contract Terms

Special conditions forming part of the contract for sale
between

and

Dated

Drafting Note: The parties intend:

that these conditions will be included unless they conflict with the agreed terms of sale or relevant property;

if different defined terms are used in the printed conditions of the contract then these conditions may be amended to use consistent terms

Notwithstanding any other provision of the contract:

1. Conditions precedent to completion

1.1 Condition Precedent to Completion

- (a) If a regulatory approval is required to be obtained before completion can occur (which may include the approval of the Foreign Investment Review Board or unitholder or shareholder approval) (**Approval Condition**) the purchaser and the vendor are only obliged to perform their obligations in relation to completion if the Approval Condition is:
 - (b) satisfied, including by the expiry of any relevant period which has the effect that the approval can be taken to be obtained; or
 - (c) waived by both parties, if the waiver would not cause a breach of law.

1.2 Satisfaction or waiver of conditions

If clause 1.1 applies, the purchaser must promptly apply for approval to the Approval Condition and each party must each use its reasonable endeavours to:

- (a) satisfy the Approval Condition; and
- (b) co-operate with the other party in doing anything necessary to satisfy the Approval Condition.

1.3 Notice

The purchaser and the vendor must each promptly notify the other in writing if it becomes aware that an Approval Condition is:

- (a) satisfied; or
- (b) becomes incapable of being satisfied.

1.4 Sunset Date

Either party may terminate this contract if the Approval Condition is not satisfied by the date which is 3 months after the date specified for completion in this contract.

Schedule 4 – Tenant's Call Option Notice

To: [insert Landlord's name and address]

Dated: [insert date]

Re: Option to Purchase [insert address and title details] (Premises)

[insert Tenant's name and ABN] (Tenant) hereby notifies you that it exercises the option to purchase the Premises granted to it under the Lease of the Premises dated [insert date] between you and the Tenant (Lease) [and nominates [name of Nominee] (Tenant's Nominee) as nominee].

Signed for and on behalf of [insert Tenant's name]
in the presence of

Signature of witness

Signature of Authorised Signatory

Name of witness (print)

Name of Authorised Signatory (print)

Address of witness (print)

Address of Authorised Signatory (print)

Signed for and on behalf of [insert Tenant's
nominee's name] in the presence of

Signature of witness

Signature of Authorised Signatory

Name of witness (print)

Name of Authorised Signatory (print)

Address of witness (print)

Address of Authorised Signatory (print)

Schedule 3 – Landlord's Call Option Notice

To: [insert Tenant's name and address]

Dated: [insert date]

Re: Option to Purchase Fixed Assets at [insert address and title details] (Tenant's Fixed Assets)

[insert Landlord's name and ABN] (Landlord) hereby notifies you that it exercises the option to purchase the Tenant's Fixed Assets granted to it under clause 18 of the Lease dated [insert date] between you and the Landlord (Lease) [and nominates [name of Nominee] (Landlord's Nominee) as nominee].

Signed for and on behalf of [insert Landlord's name] in the presence of

Signature of witness

Signature of Authorised Signatory

Name of witness (print)

Name of Authorised Signatory (print)

Address of witness (print)

Address of Authorised Signatory (print)

Signed for and on behalf of [insert Landlord's name] in the presence of

Signature of witness

Signature of Authorised Signatory

Name of witness (print)

Name of Authorised Signatory (print)

Address of witness (print)

Address of Authorised Signatory (print)

Schedule 2 – Lease ROFR Reply Notice

To: [insert Landlord's name and address]

Dated: [insert date]

Re: Offer for Lease – [insert details of New Site and title information] (Premises)

[insert Tenant's name and ABN] (**Tenant**) in response to your ROFR Notice dated [insert date] (**Notice**) and in accordance with clause 16.6(c) of the Lease dated [insert date] between you and the Tenant (Lease), hereby [insert Option 1, Option 2 or Option 3]:

1 Option 1

accepts your offer to lease the Premises on the Material Terms set out in the Notice.

2 Option 2

accepts your offer to lease the Premises on the Material Terms on behalf of a nominee, whose details are set out in the table below.

Nominee	Details
Name	
Address	
ABN	

3 Option 3

rejects your offer to lease the Premises on the Material Terms set out in the Notice.

Signed for and on behalf of [insert Tenant's name] in the presence of

Signature of witness

Signature of Authorised Signatory

Name of witness (print)

Name of Authorised Signatory (print)

Address of witness (print)

Address of Authorised Signatory (print)

Terms and expressions in this Notice that are not defined in this Notice have the meaning given to the term in the Lease.

Schedule 1 – Lease ROFR Notice

To: [insert Tenant's name and address]

Dated: [insert date]

Re: Offer for Lease - [insert address and title details] (**Premises**)

[insert Landlord's name and ABN] (**Landlord**) hereby offers to lease you the Premises in accordance with clause 16.6(b) of the Lease dated [insert date] between you and the Landlord (**Lease**) on the following Material Terms:

Material Terms	

In accordance with clause 16.6(c) of the Lease, you have 30 Business Days from receipt of this notice to indicate whether you accept or reject this offer and if you accept this offer:

- (a) whether you accept it on behalf of a nominee; and
- (b) if you accept this offer on behalf of a nominee, the name address and ABN (if applicable) of the nominee.

Signed for and on behalf of [insert Landlord's name] in the presence of

Signature of witness

Signature of Authorised Signatory

Name of witness (print)

Name of Authorised Signatory (print)

Address of witness (print)

Address of Authorised Signatory (print)

Terms and expressions in this Notice that are not defined in this Notice have the meaning given to the term in the Lease.

28.14 Exclusion of legislation

To the extent permitted by Law, the covenants, powers and provisions (if any) implied in leases by virtue of the Relevant Act are expressly negated.

28.15 Entitlement to register caveat

- (a) The Tenant may register a caveat against the title to the Land to give notice of its rights under this Lease.
- (b) If the Tenant registers a caveat it must:
 - (i) consent to any dealing relating to the Land which is not inconsistent with the Tenant's rights under this Lease;
 - (ii) not prevent or delay registration of any dealing referred to in clause 28.15(b)(i); and
 - (iii) withdraw the caveat immediately on expiry of the Term or earlier termination of this Lease.
- (c) The Landlord may not:
 - (i) object to the registration or existence of the caveat; or
 - (ii) except as permitted by Law, seek to have the caveat removed and will not take any action to have the caveat removed from the title to the Land.

- (b) stays, postpones or otherwise prevents or prejudicially affects the exercise by the Landlord of any of the Landlord's rights under this Lease,

is negated and excluded from this Lease and all relief and protection conferred on the Tenant by or under that legislation is also negated and excluded unless its application is mandatory by Law.

28.10 Counterparts

This Lease may be executed in any number of counterparts and the counterparts, taken together, constitute one deed.

28.11 Governing law and jurisdiction

This Lease is governed by the laws of the State, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State.

28.12 Relationship of parties

The Landlord and Tenant expressly provide that:

- (a) the only relationship between the Landlord and Tenant is that of landlord and tenant; and
- (b) nothing in this Lease is intended to constitute a fiduciary relationship or an agency, partnership or trust; and
- (c) no party has authority to bind any other party.

28.13 Notices

- (a) Any notice or other communication given under this Lease including any request, demand, consent, waiver or approval, to or by a party to this Lease (Notice):
 - (i) must be in legible writing and in English
 - (ii) must be addressed to the party to whom it is to be given (Addressee) at the address shown below or as notified by the Addressee for the purpose of this clause:
 - (A) if to the Landlord:

Address: Level 16, 720 Bourke Street, Docklands VIC 3008
Email: Margaret.Kennedy@vivaenergy.com.au
Attention: Company Secretary
 - (B) if to the Tenant:

Address: 381 Tooronga Road, Hawthorn East, Victoria 3123
Email: acossen@libertyoil.com.au & pedmends@libertyoil.com.au
Attention: Paul Edmends / Andrew Cossen
 - (iii) in the case of a corporation, must be signed by an authorised person of that corporation; and
 - (iv) must be delivered by hand or sent by pre-paid ordinary mail (by airmail if sent to or from a place outside Australia) to the Addressee's address and by email to the Addressee's email address.
- (b) Subject to clause 28.13(c), a Notice is treated as received by the Addressee:
 - (i) if delivered in person, when delivered to the Addressee;
 - (ii) if sent by post, on the 3rd Business Day after the date of postage, or if to or from a place outside Australia, on the 7th Business Day after the date of postage.
- (c) If a Notice is received on a day which is not a Business Day or is after 5.00 pm (Addressee's time), the Notice is regarded as received at 9.00 am on the following Business Day.

28. General

28.1 Specific Performance

- (a) The parties agree that, without limiting a party's rights for breach of this Lease, if a party fails to take an action required by clauses 19.7, 21.7 or 22.3 the other party is entitled to seek specific performance of the relevant obligation(s) and the party in breach may not make any objection to such proceedings.

28.2 Waiver

- (a) A waiver of a right or remedy under this Lease must be in writing and signed by the party granting the waiver.
- (b) A single or partial exercise of a right or remedy under this Lease does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this Lease does not operate as a waiver or prevent further exercise of that or of any other right or remedy.

28.3 Costs of obligations

Anything required to be done by a party under this Lease must be done by that party at its own cost and expense in all things, unless otherwise expressly provided in this Lease.

28.4 Landlord's right to Reimbursement

The Tenant must reimburse the Landlord on demand for any moneys properly paid by the Landlord in respect of any liability imposed on the Tenant under this Lease even if any statute, ordinance, proclamation, order, regulation or moratorium present or future directly or indirectly imposes that liability on the Landlord.

28.5 Cost of Lease

- (a) Subject to clause 28.5(b), each party is responsible for its own legal costs in connection with the preparation, signing, stamping and registration of this Lease.
- (b) The Tenant must pay any duty and registration fees payable in connection with this Lease. Any duty arising in consequence of the grant or exercise of rights under clauses 9.5, 9.6 or 19 is the responsibility of the Landlord.
- (c) Each of the Landlord and the Tenant must pay the legal costs and expenses of the other party incurred as a result of any breach of this Lease by the first party.

28.6 Consent not to be unreasonably withheld

Unless expressly provided or the context otherwise requires, where a party has a discretion or its consent or approval is required for anything, that party must, consistent with its rights and obligations as landlord or tenant, as the case may be, not unreasonably withhold or delay its decision, consent or approval.

28.7 Further assurances

Each party must do anything necessary or desirable (including executing agreements and documents) to give full effect to this Lease and the transactions contemplated by it.

28.8 Operation of indemnities

- (a) Each indemnity in this Lease survives the expiry or termination of this Lease.
- (b) A party may recover a payment under an indemnity in this Lease before it makes the payment in respect of which the indemnity is given.

28.9 Moratorium

A provision of any legislation which at any time directly or indirectly:

- (a) lessens or otherwise varies or affects in favour of the Tenant any of the Tenant's Obligations; or

the parties expressly agree to act promptly and in good faith to progress the mediation process as quickly as possible.

- (c) The mediator must be appointed by agreement between the parties but, failing agreement within 10 Business Days after the party gives notice to the other party in clause 26.4(a), a mediator must be appointed by the Chairman of the ACDC or by the Chairman's authorised representative.
- (d) The mediator is not liable to either party, except in the event of fraud, for any act or omission by the mediator in the performance of the mediator's obligations as mediator.
- (e) The parties must share equally the costs of the mediator's fees, room hire, administration fees and registration fees.
- (f) The mediator does not have the authority to impose a settlement on the parties but will assist the parties in resolving their dispute.
- (g) Any information disclosed to a mediator in private is confidential unless the party making the disclosure states otherwise.
- (h) Where the parties reach a settlement, the terms of the settlement must be put in writing and may be enforced by judicial proceedings.

27. Limitation of Liability

- (a) This clause 27 applies if VER Custodian Pty Ltd ACN 612 669 520 is the Landlord.
- (b) The Landlord enters into this Lease only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this Lease is limited to and can be enforced against the Landlord only to the extent to which it can be satisfied out of property of the Trust out of which the Landlord is actually indemnified for the liability. This limitation of the Landlord's liability applies despite any other provision of this Lease and extends to all liabilities and obligations of the Landlord in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Lease.
- (c) The parties other than the Landlord may not sue the Landlord in any capacity other than as trustee of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Landlord as trustee or prove in any liquidation, administration or arrangement of or affecting the Landlord (except in relation to property of the Trust).
- (d) Clause 27, subject to clause 27(e) does not apply to any obligation or liability of the Landlord to the extent that it is not satisfied because under the constitution establishing the Trust or by operation of law there is a reduction in the extent of the Landlord's indemnification out of the assets of the Trust, as a result of the Landlord's failure to properly perform its duties as trustee. For these purposes, it is agreed that the Landlord cannot be regarded as having failed to properly perform its duties as trustee to the extent to which any failure by the Landlord to satisfy its obligations or breach of representation or warranty under this document has been caused or contributed to by a failure by any other party to fulfil its obligations under the Lease or any other act or omission of any other party.
- (e) Nothing in clause 27(d) of this makes the Landlord liable to any claim for an amount greater than the amount which the other parties would have been able to claim and recover from the assets of the Trust in relation to the relevant liability if the Landlord's right of indemnification out of the assets of the Trust has not been prejudiced by the Landlord's failure to properly perform its duties.
- (f) The Landlord is not obliged to do or refrain from doing anything under this Lease (including incur any liability) unless the Landlord's liability is limited in the same manner as set out in clauses 27(a) to (e).

- (b) The parties must appoint the Expert as soon as reasonably possible after the Expert is identified in accordance with clause 26.2(a).

26.3 Expert Determination

The following applies in the case of any dispute, disagreement or issue referred for determination by the Expert:

- (a) The Expert shall:
 - (i) act as an expert and not as an arbitrator;
 - (ii) proceed in any manner he or she thinks fit including seeking clarification from one party without the other party being present;
 - (iii) direct what documents, information and other material he or she requires from the Tenant or the Landlord and which he or she, in his or her absolute discretion, considers relevant to the determination of the dispute. If a matter requiring determination is in an area in which the Expert does not have appropriate qualifications, the Expert must also obtain advice under clause 26.3(c);
 - (iv) not be expected or required to obtain or refer to any other documents, information or material but may do so if he or she so wishes;
 - (v) make his or her decision within 10 Business Days from the referral of the dispute to him or her unless he or she requests more time to make his or her decision, which request the parties cannot unreasonably refuse; and
 - (vi) give a written decision including reasons.
- (b) Unless there is a manifest error of law the Expert's decision is final and binding.
- (c) The Expert may with the approval of both parties (which shall not be unreasonably withheld) commission his or her own advisers or consultants, including lawyers, accountants, bankers, engineers, surveyors, traffic consultants or other technical consultants, to provide information to assist the Expert in his or her decision.
- (d) If a party is entitled to and proposes to dispute an Expert's decision in accordance with clause 26.3(b), that party must notify the other party within 20 Business Days of receipt of the Expert's decision that it proposes to dispute the Expert's decision, and must commence litigation within 6 months of receipt of the Expert's decision. If the party does not do so, the Expert's decision will become final and binding.
- (e) The parties must share equally the Expert's costs including the costs of retaining advisers or consultants referred to in clause 26.3(c).
- (f) In the event that the dispute, disagreement or issue is the subject of a determination by the Expert which is not final and binding, subject to compliance with clause 26.3(d), either party may commence legal proceedings in respect of the dispute. The parties will not be permitted to commence legal proceedings until the requirements of this clause have been complied with, provided however that this clause 26 will not prevent a party from seeking urgent interlocutory relief from a court without having to comply with this clause.
- (g) Despite any other provision in this Lease the parties are not required to have any dispute, disagreement or issue which relates to a monetary claim, or has financial consequences in excess of \$500,000, resolved by the Expert.

26.4 Mediation

- (a) If any dispute arising in respect of this Lease is not governed by a separate dispute resolution process under this Lease, the parties expressly agree to refer the dispute to mediation administered by the Australian Commercial Dispute Centre or its successor or other organisation replacing it (**ACDC**), and in accordance with the ACDC Mediation Guidelines which are current at the date a party serves notice on the other party that the party requires the dispute to be the subject of mediation, before having recourse to legal proceedings (except where a party seeks urgent interlocutory relief).
- (b) Before any mediation under this clause, the parties must sign a mediation agreement in the form of the ACDC Commercial Mediation Agreement current at the relevant date, and

- (i) if an amount payable under or in connection with this Lease (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (Amount Incurred), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred; and
 - (ii) no Additional Amount is payable under clause 24(c) in respect of a Supply to which s 84-5 of the GST Law applies.
- (g) Any reference in this clause to an Input Tax Credit to which a party is entitled includes an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of a GST Group of which the party is a member is entitled.

25. PPS Law

- (a) This clause applies if the Landlord has a Landlord's Security Interest in any Landlord's Goods.
- (b) If requested by the Landlord, the Tenant must promptly:
 - (i) take all steps, provide information (including providing the Tenant's date of birth and serial numbers of any of the Landlord's Goods), produce documents and obtain consents;
 - (ii) execute and procure any third party, including the Tenant's mortgagee, to execute, any notice, consent, document or amendment to this Lease; and
 - (iii) do any other thing,
- (c) the Landlord considers reasonably necessary to perfect the Landlord's Security Interest or ensure the Landlord's Security Interest has priority over any other person's security interest in the Landlord's Goods.
- (d) The Tenant must safeguard and protect the title and rights of the Landlord in the Landlord's Goods, including by:
 - (i) not granting a Security Interest in the Landlord's Goods to any third party; and
 - (ii) promptly giving notice to the Landlord of any seizure or attempted seizure of the Landlord's Goods.
- (e) The Tenant waives the right to receive any notice under the PPS Act (including notice of a verification statement) unless the notice is required by the PPS Act and cannot be excluded.
- (f) If Chapter 4 of the PPS Act applies to the enforcement of a Landlord's Security Interest, to the extent permitted under the PPS Act, sections 132(3)(d), 132(4), 142 and 143 of the PPS Act do not apply.

26. Dispute resolution

26.1 Continue to observe obligations

Each party must continue to observe its obligations under this Lease notwithstanding the existence of any dispute or any mediation or any litigation arising in respect of this Lease.

26.2 Appointment of Expert

- (a) If this Lease provides for a matter to be determined by an Expert:
 - (i) the parties must use reasonable endeavours to agree on the Expert, acting reasonably; and
 - (ii) if the parties fail to agree on the Expert within 10 Business Days of the matter arising for determination, either party can request the president of the Australian Institute to nominate the Expert.

reasonably detailed notice explaining the subject matter of the proposed communication or public statement and consult with the Tenant concerning the terms of any such communication or public statement.

- (b) The Landlord must also take reasonable steps to co-operate with the Tenant in good faith so that the Tenant is given a reasonable opportunity to participate in related meetings with the relevant Government Agency or other Third Party, and continue to consult with the Tenant concerning all actions taken by the Landlord in respect of the subject matter of the communications or any other public statements.
- (c) The obligation of the Landlord to consult with the Tenant in this clause 23.1 includes an obligation to give due and proper consideration to all reasonable submissions made by or on behalf of the Tenant in respect of the subject matter of the communication and, insofar as reasonable and practicable, to take reasonable steps to avoid any liability of the Tenant.

23.2 Landlord's obligation to keep Tenant informed

Without limiting clause 23.1, the Landlord must take reasonable steps to keep the Tenant informed of any communications with any Government Agency or other Third Party, or any public statements or take any other actions in respect of the Premises which relates to any potential obligation or liability of the Tenant.

24. GST

- (a) A term or expression starting with a capital letter used in this clause 24 which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.
- (b) Any consideration or amount payable under this Lease, including any non-monetary consideration (as adjusted in accordance with clause 24(f) if required) (**Consideration**) is exclusive of GST.
- (c) If GST is or becomes payable on a Supply made under or in connection with this Lease, an additional amount (**Additional Amount**) is payable by the party providing consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Law.
- (d) The Additional Amount under clause 24(c) is payable without set off, demand or deduction at the same time and in the same manner as the Consideration for the Supply, and the Supplier must provide the Recipient with a Tax Invoice within 14 days after the time of payment of the Additional Amount.
- (e) If for any reason (including, without limitation, the occurrence of an Adjustment Event) the amount of GST payable on a Supply (taking into account any Increasing or Decreasing Adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient under clause 24(c):
 - (i) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as appropriate;
 - (ii) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and
 - (iii) the Supplier must notify the Recipient of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. Any refund or credit must accompany such notification or the Recipient must pay any further amount within 7 days after receiving such notification, as appropriate. If there is an Adjustment Event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an Adjustment Note within 14 days after becoming aware of the occurrence of the Adjustment Event.
- (f) Notwithstanding any other provision in this Lease:

22.4 Restrictions

The Landlord must not:

- (a) offer to sell the Premises (or relevant part) to a Third Party on Material Terms which are more favourable than those offered to the Tenant in the Disposal ROFR Notice without first re-offering the Premises (or relevant part) for sale (by service of a Disposal ROFR Notice) to the Tenant on those more favourable Material Terms in accordance with this clause 22, except that the period of 30 days referred to in clause 22.2(a) will be taken to be a reference to 20 days; or
- (b) enter into a sale contract for the Premises (or relevant part) more than 6 months after the date of the Disposal ROFR Reply Notice (or deemed notice) unless it has first re-offered the Premises (or relevant part) for sale to the Tenant in accordance with this clause 22, except that the period of 30 days referred to in clause 22.2(a) will be taken to be a reference to 20 days; or
- (c) enter into a sale contract for the Premises with a Third Party unless the Third Party:
 - (i) releases the Landlord on the terms contained in Schedule 8;
 - (ii) executes a deed of covenant in favour of the Tenant agreeing to:
 - (A) assume and be bound by all of the obligations of the Landlord under this Lease; and
 - (B) procure that a subsequent purchaser of the Premises executes such a deed of covenant.

22.5 Access to Information

At the time of giving the Disposal ROFR Notice, or promptly after a subsequent request from the Purchaser, the Landlord will give the Purchaser all information reasonably required by the Purchaser to assess the offer in the Disposal ROFR Notice including all material documents and information the Landlord holds or has access to in relation to the status of any Authorisations relating to the Premises and any notices or orders issued by a Government Agency in respect of the Premises.

22.6 Tenant's Insolvency Event

The Purchaser is not entitled to exercise a ROFR in respect of the Premises if, at the time of exercise:

- (a) the Purchaser has had a liquidator or provisional liquidator appointed; or
- (b) the Landlord is the subject of an Insolvency Event and the Tenant has caused or substantially contributed to the Insolvency Event by its breach of leases between the Tenant and the Landlord.

23. Communications

23.1 Communication with Government Agencies or other Third Parties with respect to Contamination

- (a) If the Landlord:
 - (i) wishes to communicate with any Government Agency or other Third Party, or make any other public statement, in respect of any Contamination or other matters that may reasonably be anticipated to give rise to a Claim against or Losses for the Tenant; or
 - (ii) wishes to communicate with any Government Agency or other Third Party, or make any other public statement, in order to comply with any Law (including any Environmental Law) that may reasonably be anticipated to give rise to a Claim against or Losses for the Tenant,

then, prior to the Landlord making such communication or statement, the Landlord must notify the Tenant of that communication or public statement, provide the Tenant with a

- (f) The amount calculated under clause 21.8(e):
 - (i) is final and binding on the parties except in the case of manifest error or fraud; and
 - (ii) will be the Premises Purchase Price.
- (g) The Landlord and the Tenant must each pay for the costs of its own Valuer.

22. Tenant's First Right of Refusal to Purchase

22.1 Disposal ROFR Notice

If at any time during the Term the Landlord intends to Dispose of all or any part of the Premises, the Landlord must first give an irrevocable written Disposal ROFR Notice to the Tenant:

- (a) stating the Material Terms:
 - (i) on which the Landlord intends to Dispose of the Premises; or
 - (ii) which have been offered to the Landlord by a Third Party;
- (b) offering the Premises (or relevant part) for sale to the Tenant on those Material Terms.
- (c) This clause 22 shall not apply to any Disposal pursuant to the exercise of the Tenant's Call Option.

22.2 Disposal ROFR Reply Notice

- (a) Within 30 Business Days after receipt of the Disposal ROFR Notice, the Tenant must give a written Disposal ROFR Reply Notice to the Landlord stating:
 - (i) whether it accepts or rejects the offer in the Disposal ROFR Notice;
 - (ii) if it accepts the offer in the Disposal ROFR Notice, whether it accepts the offer on behalf of a Nominee; and
 - (iii) if it accepts the offer in the Disposal ROFR Notice on behalf of a Nominee, the name, address and ABN (if applicable) of the Tenant's Nominee.
- (b) If the Tenant does not give the Disposal ROFR Reply Notice to the Landlord in accordance with clause 22.2(a), the Tenant is deemed to have issued a Disposal ROFR Reply Notice rejecting the offer in the Disposal ROFR Notice.

22.3 Disposal ROFR Sale Contract

- (a) If the Disposal ROFR Reply Notice states that the Purchaser accepts the offer in the Disposal ROFR Notice, the Landlord must deliver to the Purchaser within 10 days of receipt of the Disposal ROFR Reply Notice the Disposal ROFR Sale Contract with such changes as are necessary to incorporate the Material Terms offered to the Purchaser in the Disposal ROFR Notice.
- (b) Within 10 days after the Purchaser's receipt of the documents in accordance with clause 22.3(a):
 - (i) the Purchaser must return and deliver to the Landlord:
 - (A) the Disposal ROFR Sale Contract executed by the Purchaser; and
 - (B) the deposit payable under the Disposal ROFR Sale Contract (if any); and
 - (ii) the Landlord must execute one counterpart of the Disposal ROFR Sale Contract.
- (c) When the requirements of clause 22.3(b) have been satisfied, the Landlord must, as soon as practicable and no later than 2 days after the requirements have been satisfied:
 - (i) arrange for the Disposal ROFR Sale Contract to be exchanged; and
 - (ii) return to the Tenant the counterpart of the Disposal ROFR Sale Contract executed by the Landlord.

- prepare the Tenant's Call Option Sale Contract in duplicate in accordance with this clause 21.7;
- (ii) complete the details of the Purchaser's lawyer and the Premises Purchase Price in both counterparts of the Tenant's Call Option Sale Contract;
 - (iii) date both counterparts of the Tenant's Call Option Sale Contract with the date of determination of the Premises Purchase Price;
 - (iv) execute and deliver to the Landlord both counterparts of the Tenant's Call Option Sale Contract;
- (b) the Landlord irrevocably authorises the Purchaser, or the Purchaser's lawyer, to complete the Tenant's Call Option Sale Contract as set out in clause 21.7(a);
 - (c) the Landlord must, within 10 Business Days after receipt of the Tenant's Call Option Sale Contract under clause 21.7(a)(iv):
 - (i) sign both counterparts of the Tenant's Call Option Sale Contract;
 - (ii) complete the details of the Landlord's lawyer in both counterparts of the Tenant's Call Option Sale Contract; and
 - (iii) execute and deliver to the Purchaser one fully executed counterpart of the Tenant's Call Option Sale Contract;
 - (d) the Purchaser must, within 10 Business Days after receipt of one fully executed counterpart of the Tenant's Call Option Sale Contract under clause 21.7(c)(iii), deliver to the Landlord a cheque made payable to the Landlord's lawyer for the Deposit; and
 - (e) with effect on and from the date of determination of the Premises Purchase Price, the Landlord is bound to sell and the Purchaser is bound to purchase the Premises on the terms and conditions of the Tenant's Call Option Sale Contract, regardless of whether the Tenant's Call Option Sale Contract has been signed by both parties.

21.8 Premises Purchase Price

- (a) The Tenant and Landlord must each appoint a Valuer, within 10 Business Days after service of the Tenant's Call Option Notice, to determine the Premises Purchase Price, being the Current Market Value of the Premises.
- (b) The Valuers appointed by the Landlord and the Tenant under clause 21.8(a) must be instructed to:
 - (i) provide written reasons to support their assessment of the Current Market Value of the Premises and to specify the matters to which the Valuer had regard for the purposes of making the Valuer's determination; and
 - (ii) complete the valuation and to provide both the Landlord and the Tenant with a copy of the valuation within 15 Business Days of the date of the Valuer's appointment.
- (c) The Landlord and Tenant must, upon being given reasonable notice:
 - (i) use reasonable endeavours to provide or procure access to the Premises; and
 - (ii) provide the Valuers with all information reasonably required by the Valuers to assist in making the valuation.
- (d) Each Valuer acts as an expert and not as an arbitrator when determining the Current Market Value of the Premises.
- (e) The Premises Purchase Price will be the average of the amounts each Valuer determines as the Current Market Value of the Premises. The parties agree that if a Valuer:
 - (i) nominates a range of values as its valuation, the mid point of that range will be taken to be the Current Market Value determined by that Valuer; and
 - (ii) fails to provide a valuation within 20 Business Days after the date of the Valuer's appointment, the valuation prepared by the other Valuer will be the Premises Purchase Price.

- (iv) on the date of the transfer of ownership of the Fuel Equipment the Tenant must pay the Landlord the Fuel Equipment Price; and
 - (v) the Landlord does not make any warranties in relation to the Fuel Equipment and the Tenant takes the Fuel Equipment in the condition and repair as at the date of the transfer of ownership.
- (b) The Tenant may only exercise its rights under clause 20(a) if and to the extent the Tenant determines (acting reasonably) that it is necessary or desirable to do so to manage or remediate any Contamination on the Premises.

21. Tenant's Call Option to Purchase

21.1 Grant of Tenant's Call Option

The Landlord grants to the Tenant the Tenant's Call Option on the terms of this Lease.

21.2 Lapse of Tenant's Call Option

The Tenant's Call Option will lapse on the date on which this Lease ends.

21.3 Notification of Tenant's Call Option Trigger Event

- (a) The Landlord must notify the Tenant of the occurrence of a Tenant's Call Option Trigger Event as soon as possible after it occurs and no later than 10 Business Days after it occurs.
- (b) Regardless of whether the Landlord has notified the Tenant in accordance with clause 21.3(a), the Tenant may exercise a Tenant's Call Option at any time after the occurrence of a Tenant's Call Option Trigger Event up to the date which is 30 Business Days after the Tenant receives notification from the Landlord in accordance with clause 21.3(a) (Tenant's Call Option Exercise Period).

21.4 Tenant not entitled to exercise Tenant's Call Option

The Tenant is not entitled to exercise a Tenant's Call Option if:

- (a) at the time of exercise, the Tenant has had a liquidator or a provisional liquidator appointed; or
- (b) the Tenant has caused or substantially contributed to the occurrence of the Tenant's Call Option Trigger Event by its breach of leases between the Tenant and the Landlord.

21.5 Exercise of Tenant's Call Option

The Tenant may exercise the relevant Tenant's Call Option by delivering to the Landlord during the relevant Tenant's Call Option Exercise Period, a Tenant's Call Option Notice executed by the Purchaser.

21.6 Obligations on Exercise of Tenant's Call Option

If the Tenant exercises a Tenant's Call Option in accordance with clause 21.5, the Landlord and the Purchaser must comply with the provisions of clause 21.8 to determine the Premises Purchase Price for the Premises.

21.7 Effect of exercise of Tenant's Call Option

On and from the date of service of a Tenant's Call Option Notice in accordance with clause 21.5, the following apply:

- (a) the Purchaser, must:
 - (i) by the date that is the later of:
 - (A) 10 Business Days after service of the Tenant's Call Option Notice; and
 - (B) 5 Business Days after the date of determination of the Premises Purchase Price,

Assets on the terms and conditions of the Landlord's Call Option Sale Contract, regardless of whether the Landlord's Call Option Sale Contract has been signed by both parties.

19.8 Purchase Price for Tenant's Fixed Assets

- (a) The Landlord and Tenant must, within 10 Business Days after service of the Landlord's Call Option Notice, each appoint a Valuer to determine the Asset Purchase Price, being the Current Market Value of the relevant Tenant's Fixed Assets.
- (b) The Valuers appointed by the Tenant and the Landlord under clause 19.8(a) must be instructed to:
 - (i) provide written reasons to support their assessment of the Current Market Value of the Tenant's Fixed Assets and to specify the matters to which the Valuer had regard for the purposes of making the Valuer's determination; and
 - (ii) complete the valuation and to provide both the Landlord and the Tenant with a copy of the valuation within 15 Business Days after the date of the Valuer's appointment.
- (c) The Tenant and Landlord must, upon being given reasonable notice:
 - (i) provide or procure access to the Premises for the Valuers; and
 - (ii) provide the Valuers with all information reasonably required by the Valuers to assist in making the valuation.
- (d) Each Valuer acts as an expert and not as an arbitrator when determining the Current Market Value of the relevant Tenant's Fixed Assets.
- (e) The Asset Purchase Price will be the average of the amounts each Valuer determines as the Current Market Value of the relevant Tenant's Fixed Assets. The parties agree that if a Valuer:
 - (i) nominates a range of values as its valuation, the mid point of that range will be taken to be the Current Market Value determined by that Valuer; and
 - (ii) fails to provide a valuation within 20 Business Days after the date of the Valuer's appointment, the valuation of the other Valuer will be the Asset Purchase Price.
- (f) The amount calculated under clause 19.8(e):
 - (i) is final and binding on the parties except in the case of manifest error or fraud; and
 - (ii) will be the Asset Purchase Price of the Tenant's Fixed Assets.
- (g) The Landlord and the Tenant must each pay for the costs of its own Valuer.

20. Tenant's Right to Purchase Fuel Equipment

- (a) Subject to clause 20(b), the Tenant may, by giving written notice to the Landlord, require the Landlord to transfer the Fuel Equipment to the Tenant in accordance with the following:
 - (i) the purchase price for the Fuel Equipment will be the fair market value of the Fuel Equipment and shall be determined in accordance with clause 19.8 (with references to Tenant's Fixed Assets taken to be references to Fuel Equipment **(Fuel Equipment Price)**);
 - (ii) the transfer of ownership of the Fuel Equipment will take effect on the date which is the later of:
 - (A) 10 Business Days after the Tenant's notice under this clause 20(a) and
 - (B) 5 Business Days after the determination of the Fuel Equipment Price;
 - (iii) the Landlord must transfer unencumbered title to the Fuel Equipment to the Tenant;

required to pay Rent or any other payments under this Lease during the extended period after the Expiry Date.

19.4 Service of Tenant's Fixed Asset List

The Tenant must provide the Landlord with the Tenant's Fixed Asset List:

- (a) in the case of paragraph (a) of the definition of Landlord's Call Option Trigger Event applying: 10 Business Days after the Landlord terminates this Lease;
- (b) in the case of paragraph (b) of the definition of Landlord's Call Option Trigger Event applying: 15 Business Days after the last date on which the Tenant was entitled to exercise the option to renew under this Lease; and
- (c) in the case of paragraph (c) of the definition of Landlord's Call Option Trigger Event applying: the date which is 120 Business Days before the expiry of this Lease.

19.5 Exercise of Landlord's Call Option

At any time during the period from the occurrence of a Landlord's Call Option Trigger Event until the Landlord's Call Option Trigger Event lapses in accordance with clause 19.2, the Landlord may exercise the Landlord's Call Option by delivering to the Tenant a Landlord's Call Option Notice executed by the Landlord and, if applicable, the Landlord's Nominee.

19.6 Obligations on Exercise of Landlord's Call Option

If the Landlord exercises a Landlord's Call Option by serving a Landlord's Call Option Notice, the Landlord and the Tenant must comply with the provisions of clause 19.8 to determine the Asset Purchase Price for the Tenant's Fixed Assets.

19.7 Effect of exercise of Landlord's Call Option

On and from the date of service of a Landlord's Call Option Notice on the Tenant the following applies:

- (a) the Tenant must, by the date that is the later of:
 - (i) 10 Business Days after receipt of the Landlord's Call Option Notice; and
 - (ii) 5 Business Days after the date of determination of the Asset Purchase Price under clause 19.8,do the following:
 - (A) prepare the Landlord's Call Option Sale Contract in duplicate;
 - (B) complete the details of the Tenant's lawyer and the Asset Purchase Price in both copies of the Landlord's Call Option Sale Contract; and
 - (C) execute and deliver to the Landlord both copies of the Landlord's Call Option Sale Contract;
- (b) the Landlord irrevocably authorises the Tenant, or the Tenant's lawyer, to complete the Landlord's Call Option Sale Contract as set out in clause 19.7(a);
- (c) the Landlord must, within 10 Business Days after receipt of the Landlord's Call Option Sale Contract under clause 19.7(a):
 - (i) sign both copies of the Landlord's Call Option Sale Contract;
 - (ii) date both copies of the Landlord's Call Option Sale Contract with the later of:
 - (A) the date on which the Landlord signs the Landlord's Call Option Sale Contract; and
 - (B) 10 Business Days after receipt of the Landlord's Call Option Sale Contract under clause 19.7(a); and
 - (iii) deliver to the Tenant the Tenant's counterpart of the Landlord's Call Option Sale Contract and a cheque made payable to the Tenant's lawyer for the Deposit; and
- (d) with effect from the date of determination of the Asset Purchase Price under clause 19.8 the Tenant and Landlord are bound to sell and purchase the relevant Tenant's Fixed

- (i) wishes to lease the Premises for a further term commencing immediately after the Expiry Date so that it can perform its obligations under clause 18.1; and
- (ii) gives notice to that effect to the Landlord not less than 30 days before the Expiry Date,

the Landlord must grant and the Tenant must take a lease of the Premises for a term of two years, commencing immediately after the Expiry Date (**Remediation Option Lease**).

- (b) The Remediation Option Lease will be on the same conditions as this Lease except that:
 - (iii) the term to be specified in Item 6 of the Remediation Option Lease will be '2 years';
 - (iv) the commencement date to be specified in Item 4 of the Remediation Option Lease will be the day which next follows the Expiry Date of this Lease;
 - (v) the expiry date to be specified in Item 5 of the Remediation Option Lease will be the last day of the term specified in Item 6 of the Remediation Option Lease;
 - (vi) the option term to be specified in Item 7 of the Remediation Option Lease will be '1 option to renew of 1 year';
 - (vii) the percentage review dates to be specified in Item 9(a) of the Remediation Option Lease will be 'Each anniversary of the Commencement Date';
 - (viii) a new clause 2.2 will be included as follows:

'2.2 Determination of Remediation Option Lease

If during the Term the Tenant has performed its obligations under clause 17, the Tenant may give notice to the Landlord terminating this Lease on a date specified in the notice which is at least 5 Business Days after the notice is given. This Lease will then terminate on the date specified in that notice';
 - (ix) this clause 18.5 will be omitted;
 - (x) the Rent for the first year of the Remediation Option Lease will be the amount of Rent payable immediately before the Expiry Date of this Lease, increased by 3%; and
 - (xi) the Remediation Option Lease will be prepared in a form which complies with all Laws.

19. Landlord's Call Option

19.1 Grant of Landlord's Call Option

The Tenant grants to the Landlord the Landlord's Call Option on the terms of this clause 19.

19.2 Lapse of Landlord's Call Option

A Landlord's Call Option that has not been exercised lapses at the date which is:

- (a) in the case of paragraph (a) of the definition of Landlord's Call Option Trigger Event: 30 days after the Tenant provides the Landlord with the Tenant's Fixed Asset List; and
- (b) in the case of paragraphs (b) and (c) of the definition of Landlord's Call Option Trigger Event: the later of the day which is 45 days before expiry of the Lease and 30 days after the Tenant provides the Landlord with the Tenant's Fixed Asset List.

19.3 Extension of Term if required

If the operation of the Landlord's Call Option would have the effect that the Tenant could not comply with its obligations under this Lease (other than as a result of the Tenant failing to provide the Tenant's Fixed Asset List when it is obliged to), the Tenant may, by notice to the Landlord, which must be given at least 15 Business Days before the Expiry Date, change the Expiry Date to be a date which is 45 days after the exercise of the Landlord's Call Option. The Tenant is not

- (B) providing access to witnesses and documentary or other evidence within the control of the Landlord that is relevant to the Contamination caused or contributed to by the third party;
 - (C) allowing the Tenant and its legal advisers to inspect and take copies of all relevant books, records, files and documents; and
 - (D) providing the Tenant with reasonable access to the personnel, premises and chattels of or under the control of the Landlord; and
- (ii) in conducting any proceedings or actions to recover the Tenant's costs of remediating Contamination caused or contributed by a third party, the Tenant must:
- (A) act in good faith;
 - (B) liaise with the Landlord in relation to the claim for the Tenant's costs; and
 - (C) provide the Landlord with reasonable access to a copy of any notice, correspondence or other document relating to the Tenant's costs.
- (d) The Landlord must promptly pay to the Tenant any amount it recovers from the relevant third party pursuant to this clause 18.2.

18.3 Demolition and disposal of improvements

- (a) In performing its obligations under clause 18.1, the Tenant may:
- (i) demolish or remove (or both) from the Premises items of Tenant's Property (which may include items purchased under clause 20) and any debris caused by that demolition; and
 - (ii) dispose of the relevant items of Tenant's Property.
- (b) The Landlord acknowledges and agrees that the Tenant is not obliged to replace any improvements demolished or removed from the Premises under clause 18.3(a) or compensate or reimburse the Landlord in respect of any costs or Claims relating to the demolition or removal of those improvements.
- (c) If the Tenant demolishes or removes items of Tenant's Property from the Premises under this clause 18.3 the Tenant must leave the ground which it disturbs in a geologically compacted and safe condition.

18.4 Landlord's environmental responsibility

- (a) The Landlord is responsible for and will take all steps to manage any risks associated with any Contamination caused by:
- (i) VER Custodian Pty Ltd ACN 612 669 520 or its Invitees; and
 - (ii) all successors in title of VER Custodian Pty Ltd ACN 612 669 520 or their Invitees.
- (b) The Landlord must comply with all relevant Laws and Requirements in complying with its obligations under this clause 18.4.
- (c) The Landlord releases and indemnifies the Tenant in respect of all Claims for which the Tenant or the Tenant's Invitees will or may become liable in respect of any Contamination caused by:
- (i) VER Custodian Pty Ltd ACN 612 669 520 or its Invitees; and
 - (ii) all successors in title of VER Custodian Pty Ltd ACN 612 669 520 or their Invitees.
- (d) Clause 18.4(c) is a continuing obligation, separate and independent from the other obligations of the Landlord under this Lease and the liability of the Landlord in respect of any future costs or Claims connected with or arising from Contamination referred to in clauses 18.4(c) will continue following the expiration of the Term or the termination of this Lease.

18.5 Remediation Option Lease

- (a) If the Tenant:

18. Contamination

18.1 Tenant's obligations

- (a) The Tenant must:
 - (i) use its reasonable endeavours to ensure that it does not cause or permit the Premises to be Contaminated such that the Contamination would be considered to pose an unacceptable level of risk for the ongoing use of the Premises as a service station; and
 - (ii) subject to clause 18.1(b), if the Premises are Contaminated such that the Contamination would be considered to pose an unacceptable level of risk for the ongoing use of the Premises as a service station and that Contamination occurs during the Term, carry out, or procure the carrying out of, any works necessary to ensure that on the Expiry Date the Premises are not Contaminated such that the Contamination would be considered to pose an unacceptable level of risk for the ongoing use of the Premises as a service station.
- (b) Despite any other provision of this Lease the Tenant is not liable for any Claims relating to, and is not responsible for carrying out any remediation or other works necessary in relation to Contamination caused or contributed to by:
 - (i) VER Custodian Pty Ltd ACN 612 669 520 or its Invitees; and
 - (ii) all successors in title of VER Custodian Pty Ltd ACN 612 669 520 or their Invitees.
- (c) The Tenant must carry out any works under this clause 18 in the manner which a reasonable prudent operator of service station sites would carry out such works.

18.2 Third party contamination

- (a) If the Tenant is required to carry out any works in, on or under the Premises to investigate, manage, remediate and/or monitor Contamination not caused or contributed to by the Tenant or the Tenant's Invitees to comply with its obligations under clause 18.1, or under the Law, then the Tenant:
 - (i) may require the Landlord to seek to recover the Tenant's costs incurred in carrying out any such works from any third party which caused or contributed to that Contamination; and
 - (ii) may, by notice to the Landlord in writing, elect to subrogate into the shoes of the Landlord to seek to recover the Tenant's costs incurred in carrying out any such works from any third party which caused or contributed to that Contamination.
- (b) If the Tenant requires the Landlord to seek to recover costs from any third party pursuant to clause 18.2(a)(i):
 - (i) the Tenant must provide the Landlord with any relevant information it has in respect of the relevant third party and the Contamination caused or contributed to by that third party; and
 - (ii) the Landlord must, at the Tenant's cost, use all reasonable endeavours to pursue the relevant third party in respect of the costs incurred by the Tenant in carrying out works under clause 18.2(a).
- (c) If the Tenant exercises its right of subrogation pursuant to clause 18.2(a)(ii):
 - (i) provided that the Tenant provides the Landlord with an indemnity against all losses which the Landlord shall reasonably incur or which may result from the Tenant exercising its rights under clause 18.2(a)(ii), the Landlord must take all action reasonably requested by the Tenant including:
 - (A) executing all documents required and doing everything necessary to secure and preserve such right of subrogation including the execution of such documents as are reasonably necessary to enable the Tenant to effectively bring suit in the name of the Landlord;

- (b) If at any time during the period of 12 months after the expiry of this Lease the Landlord intends to lease the Premises, the Landlord must first give an irrevocable written Lease ROFR Notice to the Tenant:
 - (i) stating the Material Terms:
 - (A) on which the Landlord proposes to lease the relevant Premises; or
 - (B) which have been offered to the Landlord by a third party; and
 - (ii) offering the Premises for lease to the Tenant on those Material Terms.
- (c) By the date which is 30 Business Days after receipt of the Lease ROFR Notice, the Tenant must give a written Lease ROFR Reply Notice to the Landlord stating:
 - (i) whether it accepts or rejects the offer in the Lease ROFR Notice;
 - (ii) if it accepts the offer in the Lease ROFR Notice, whether it accepts the offer on behalf of a Nominee; and
 - (iii) if it accepts the offer in the Lease ROFR Notice on behalf of a Nominee, the name, address and ABN (if applicable) of the Tenant's Nominee.
- (d) If the Tenant does not give the Lease ROFR Reply Notice to the Landlord in accordance with clause 17.6(c), the Tenant is deemed to have issued a Lease ROFR Reply Notice rejecting the offer in the Lease ROFR Notice.
- (e) If the Lease ROFR Reply Notice states that the Tenant accepts the offer in the Lease ROFR Notice, within 10 Business Days of receipt of the Lease ROFR Reply Notice the Landlord must deliver to the Tenant the ROFR Lease (in duplicate).
- (f) Within 10 Business Days after receipt of the ROFR Lease by the Tenant the Tenant must return to the Landlord:
 - (i) two counterparts of the ROFR Lease executed by the Tenant or the Tenant's Nominee; and
 - (ii) any other items required to be provided to the Landlord before commencement of the ROFR Lease, under the terms of that lease; and
- (g) Within 10 Business Days after receipt of the items referred to in clause 17.6(f), the Landlord must execute the two counterparts of the ROFR Lease and provide one fully signed counterpart of the ROFR Lease to the Tenant.
- (h) As soon as practicable after the Landlord signs the ROFR Lease the Landlord must arrange for the ROFR Lease to be registered at the Titles Office and return the Tenant's counterpart to the lease, if registration is required to obtain indefeasibility of title or is otherwise common practice.
- (i) The Landlord may not:
 - (i) offer to lease the Premises to a third party on Material Terms which are more favourable than those offered to the Tenant in the Lease ROFR Notice without re-offering the Premises for lease (by service of a Lease ROFR Notice) to the Tenant on those more favourable Material Terms in accordance with this clause 17.6, except that the period of 30 Business Days referred to in clause 17.6(c) will be taken to be a reference to 20 Business Days; or
 - (ii) enter into a lease of the Premises more than 6 months after the date of the Lease ROFR Reply Notice (or deemed notice) unless it has first re-offered the Premises for lease to the Tenant in accordance with this clause 17.6, except that the period of 30 Business Days referred to in clause 17.6(c) will be taken to be a reference to 20 Business Days.
- (j) For the purposes of clause 17.6(i)(i), a lease is taken to be on Material Terms which are more favourable if the initial term of the lease is for a period which varies from the initial term offered in the Lease ROFR Notice by 2 years or more.

17.3 Removal of Tenant's Property

On or before the expiry or termination of this Lease, the Tenant:

- (a) may, at its discretion, remove the Tenant's Property from the Premises;
- (b) must, if the Landlord reasonably requests, by giving the Tenant not less than 6 months' notice before expiry of this Lease or 10 Business Days' notice after earlier termination of the Lease, remove the items of Tenant's Property specified in the Landlord's notice; and
- (c) must make the Premises safe following the removal of the Tenant's Property.

17.4 Tenant's Property not removed

If the Tenant does not remove the Tenant's Property from the Premises within 20 Business Days from the date of expiry or termination of this Lease or such longer period as agreed between the parties, the Tenant's Property vests in the Landlord.

17.5 New lease on expiry

- (a) If:
 - (i) this Lease will expire and there is no further option to renew this Lease; and
 - (ii) there have not been serious and persistent breaches of this Lease by the Tenant during the previous 2 years,
 - (iii) then for a period of 90 consecutive days, ending no later than the date which is 6 months' before the expiry of this Lease, the Landlord and Tenant must, acting reasonably and in good faith, consider and discuss the terms on which the parties may enter into a new lease of the Premises.
- (b) At any time prior to the conclusion of the 90 day period specified in clause 17.5(a), the Tenant may give written notice to the Landlord stating the Material Terms on which the Tenant will enter into a new lease with the Landlord and offering to enter into a new lease with the Landlord on those Material Terms (**Offer to Lease**).
- (c) Within 15 Business Days after receipt of the Offer to Lease, the Landlord must give written notice to the Tenant stating whether the Landlord accepts or rejects the Offer to Lease. If the Landlord does not give a notice to the Tenant within the 15 Business Day period, the Landlord is deemed to have rejected the Offer to Lease.
- (d) If the Landlord accepts the Offer to Lease, within 20 Business Days of receiving the Landlord's acceptance, the Tenant must:
 - (i) prepare, execute and deliver the new lease for the Premises on the Material Terms and otherwise on the same terms as this Lease (**New Lease**) (in triplicate); and
 - (ii) deliver to the Landlord any other items required to be provided to the Landlord before commencement of the New Lease, under the terms of that lease.
- (e) Within 15 Business Days of receipt of the items referred to in clause 17.5(d), the Landlord must execute the three copies of the New Lease and provide a copy of the fully signed New Lease to the Tenant.
- (f) If registration is required to obtain indefeasibility of title or is otherwise common practice, the Landlord must arrange for the New Lease to be registered at the relevant Titles Office and return the Tenant's counterpart to Tenant as soon as reasonably practicable and no later than 1 month after receipt of the items referred to in clause 17.5(d).

17.6 First right of refusal to lease

- (a) This clause 17.6 applies:
 - (i) if this Lease expires;
 - (ii) the parties have not agreed to enter into a new lease pursuant to clause 17.5;
 - (iii) there have not been serious and persistent breaches of this Lease by the Tenant during the final 2 years of the Lease.

16. Option of renewal

16.1 Renewed Lease

- (a) The Landlord must grant a renewed lease to the Tenant for an Option Term on the terms set out in this clause 16 if:
 - (i) the Tenant gives the Landlord a written notice of exercise of option to renew not less than 6 months before the Expiry Date (**Option Notice**); and
 - (ii) the Tenant is not in unremedied breach of the Lease (in respect of which the Landlord has given the Tenant notice of the breach and a reasonable period to remedy the breach) at the time of exercise of the option or the commencement date of the Option Term.
- (b) The renewed lease is to be on the same terms as this Lease but with the following changes:
 - (i) the Commencement Date and Expiry Date are changed to reflect the commencement date and expiry date of the Option Term;
 - (ii) the Rent is the amount equal to the Rent payable immediately before the commencement date of the renewed lease reviewed in accordance with clause 5.2 of this Lease;
 - (iii) if there is more than one Option Term, the first Option Term is deleted;
 - (iv) if there is only one Option Term, this clause 16 is deleted and Item 7 of the Items Schedule is amended to state 'Not Used'; and
 - (v) the renewed lease must reflect any variations to this Lease, which become effective during the Term.

16.2 Preparation of new lease

- (a) The Tenant's solicitors must prepare any renewed lease granted under this clause 16.
- (b) The Tenant must pay any registration fees payable in respect of the renewed lease and the Landlord must promptly attend to registration of the renewed lease.

16.3 Tenant and Landlord Bound

The Landlord and Tenant are bound from the commencement date of a renewed lease as if the renewed lease had been signed, irrespective of whether the Landlord and Tenant have signed the renewed lease.

17. Holding over and yielding up

17.1 Holding over generally

The Tenant, with the consent of the Landlord, may hold over after the expiry or earlier termination of the Term as a quarterly tenant:

- (a) at a monthly rent equivalent to 1/12th of the Rent payable by the Tenant immediately before the expiry or earlier termination of the Term;
- (b) terminable by either party giving the other party 3 months' written notice expiring at any time; and
- (c) otherwise on the same terms as this Lease modified to apply to a quarterly tenancy.

17.2 Yielding up

On the expiry or termination of this Lease, the Tenant must, at its cost:

- (a) surrender peaceably and yield up the Premises to the Landlord clean and free from rubbish and in a state of repair, order and condition required by this Lease; and
- (b) deliver to the Landlord all keys and security access cards for the Premises held by the Tenant.

- (i) the Tenant's rights under clause 15.6; and
- (ii) rights to recover damages from the Landlord for breach of this Lease.

15.5 Acceptance of Rent

Demand of the Rent by the Landlord after default by the Tenant under this Lease is without prejudice to the exercise by the Landlord of:

- (a) the powers conferred upon it by clauses 15.2 and 15.3; and
- (b) any other right, power or privilege of the Landlord under this Lease,

and is not an election by the Landlord to either exercise or not exercise any of those rights, powers or privileges.

15.6 Party may remedy other party's defaults

- (a) Whenever a Defaulting Party omits or neglects to pay any money, or do or effect any thing it is obliged to do or effect under this Lease, for 20 Business Days after the Non-Defaulting Party gives the Defaulting Party notice of the breach in writing, the Non-Defaulting Party may:
 - (i) pay the money, or do or effect the thing itself, or by the Non-Defaulting Party's contractors and workmen, at the Defaulting Party's cost; and
 - (ii) for that purpose, enter the Premises with its contractors and workmen and remain there for the purpose of doing or effecting the thing and, if so, the Non-Defaulting Party must comply with all relevant Laws and Requirements in entering the Premises and doing or effecting the thing.
- (b) This clause is without prejudice to any other rights and powers of the Non-Defaulting Party in respect of the Defaulting Party's omission or neglect.
- (c) The Defaulting Party must indemnify the Non-Defaulting Party for any Claim suffered or reasonably incurred by the Non-Defaulting Party in respect of this clause.
- (d) This clause 15.6 is without prejudice to the parties' obligations and rights under any other provision of this Lease.

15.7 Interest on moneys due

- (a) A Defaulting Party must pay the Non-Defaulting Party on demand interest on any moneys due and payable to the Non-Defaulting Party under this Lease at the rate of 2 per cent per annum above:
 - (i) the highest rate payable by the Non-Defaulting Party under any bank loan current at the relevant time; or
 - (ii) the rate published by the Commonwealth Bank of Australia in respect of overdraft facilities in excess of \$100,000,whichever is greater.
- (b) The interest rate in this clause must be computed from the due date for payment, compounding monthly, until payment in full of the money in respect of which the interest is chargeable.
- (c) The Non-Defaulting Party may produce a certificate indicating the amount due and payable by the Defaulting Party under this clause and the Defaulting Party must pay:
 - (i) that amount; or
 - (ii) the amount the Defaulting Party proves is correct.
- (d) The Non-Defaulting Party will at the Defaulting Party's request provide copies of its calculations made, and of factual material upon which the certificate and calculation was based.

- (e) the Tenant pays (or procures the payment of) the Landlord's reasonable legal and other costs in relation to the proposed assignment, whether or not it is completed, including the cost of obtaining mortgagee consent (if applicable) and investigating the financial position of the proposed assignee.

14.2 Permitted dealings

The Tenant may, without the Landlord's consent:

- (a) assign its interests in this Lease to a member of the Tenant Group; and
- (b) grant a sublease or licence of the Premises provided that the sublease or licence ends before the expiry of this Lease and provides that the sublease or licence automatically terminates if this Lease terminates.

15. Default and termination

15.1 Insolvency Event

A party is in breach of this Lease if it becomes subject to an Insolvency Event.

15.2 Fundamental breach by Tenant

If the Tenant breaches this Lease by:

- (a) failing to pay any Rent or Outgoings of an amount exceeding 20% of the annual Rent and Outgoings; or
- (b) suffering an Insolvency Event,

and the Tenant does not, within 60 Business Days of receiving a written notice from the Landlord notifying the Tenant of the breach:

- (c) remedy the breach; or
- (d) show cause as to why it is unreasonable of the Landlord to require rectification of the breach,

the Landlord may:

- (e) in the case of non-payment of Rent or Outgoings, terminate the Lease by giving the Tenant written notice; and
- (f) in the case of an Insolvency Event, give the Tenant a written notice that the Landlord intends to terminate this Lease on a date which is 6 months from the date of the Landlord's notice. During the 6 month period, the Tenant must comply with its obligations under this Lease and may assign this Lease in accordance with clause 14. If the Tenant does not assign the Lease, the Landlord may terminate the Lease on the expiration of the 6 month period.

15.3 Other breach by Tenant

If the Tenant commits a breach of this Lease, other than a breach referred to in clause 15.2:

- (a) the Landlord must give the Tenant notice of the breach in writing; and
- (b) if the Tenant fails to remedy the breach within a reasonable time after receipt of the Landlord's notice, the Landlord's only rights in relation to the breach are:
 - (i) the Landlord's rights under clause 15.7; and
 - (ii) rights to recover damages from the Tenant for breach of this Lease.

15.4 Breach by Landlord

If the Landlord commits a breach of this Lease:

- (a) the Tenant may give the Landlord notice of the breach in writing; and
- (b) if the Landlord fails to remedy the breach within a reasonable time after receipt of the Tenant's notice, the Tenant's only rights in relation to the breach are:

13. Landlord's covenants

13.1 Quiet enjoyment

While the Tenant pays the Rent and other money payable under this Lease, the Tenant is entitled to peaceably possess and enjoy the Premises without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under the Landlord.

13.2 Landlord's liability

The Landlord is liable for the cost of any damage to or defect in the Premises, the Tenant's Property and/or the Services to the extent caused by:

- (a) a breach of this Lease by the Landlord or the Landlord's Invitees; or
- (b) any negligent act or omission by the Landlord or the Landlord's Invitees.

13.3 Landlord's obligations generally

Any repairs, maintenance, replacements or other works which are undertaken by the Landlord under this Lease must be carried out:

- (a) in a timely, proper and workmanlike manner;
- (b) by properly qualified and experienced contractors;
- (c) in accordance with all relevant Laws, Australian Standards and the Building Code of Australia;
- (d) at its own cost and expense; and
- (e) to a standard which is no less than the condition, quality and state of repair of the Premises at the relevant time.

13.4 Landlord's right to subdivide

The Landlord must not, without the Tenant's consent:

- (a) subdivide the Land; or
- (b) grant or accept the surrender of, easements or restrictive covenants which are encumbrances over, or for the benefit of, the Land.

14. Assignment, subletting and mortgaging

14.1 Assignment

Subject to clause 14.2, the Tenant may assign this Lease with the Landlord's prior written consent, which must not be unreasonably withheld or delayed if the following conditions are satisfied:

- (a) the Tenant satisfies the Landlord, acting reasonably, that the proposed assignee is a respectable, responsible and solvent person who is capable of adequately performing the Tenant's Obligations;
- (b) the proposed assignee enters into a deed with, and in the form required by, the Landlord, acting reasonably, whereby the proposed assignee covenants with the Landlord to duly perform and observe the Tenant's Obligations;
- (c) the proposed assignee provides any security the Landlord reasonably requires provided that the assignee will not be required to:
 - (i) provide any security if it is a listed public company (or a subsidiary of a listed public company); and
 - (ii) provide directors or other personal guarantees;
- (d) the Tenant and the proposed assignee comply with the Landlord's reasonable requirements in relation to documenting, stamping and registering the proposed assignment; and

11.6 Resumption

- (a) This Lease may be terminated immediately by either the Tenant or the Landlord by written notice to the other party if the whole or any significant part of the Premises is resumed or taken for any public purpose by a Government Agency.
- (b) Neither the Tenant nor the Landlord has a right or claim for compensation against the other party if this Lease is terminated under clause 11.6(a).

11.7 Ownership

The parties agree, for the avoidance of doubt, that:

- (a) any item of Landlord's Property which is repaired or replaced under this clause 11 becomes an item of Landlord's Property; and
- (b) any item of Tenant's Property which is repaired or replaced under this clause 11 becomes an item of Tenant's Property.

12. Indemnities and release

12.1 Release of Landlord

The Tenant:

- (a) agrees to occupy, use and keep the Premises at its own risk; and
- (b) releases, to the extent not excluded by Law, the Landlord from any:
 - (i) Claims and liability which may arise in respect of:
 - (A) any accident or damage to property or death of or injury to any person, of any nature in or near the Premises; and
 - (B) loss of or damage to fixtures or personal property of the Tenant, except to the extent the damage, death or injury is caused or contributed to by the Landlord or the Landlord's Invitees; and
 - (ii) liability to do or to procure the doing of any act matter or thing to comply with Environmental Laws that the Landlord is not otherwise required to do under this Lease.

12.2 Tenant's indemnity

- (a) The Tenant must indemnify the Landlord for all Claims suffered or incurred by the Landlord in respect of:
 - (i) any damage to, or loss of, property or the death of, or injury to, any person to the extent caused or contributed to by the Tenant or the Tenant's Invitees in, on or in connection with the occupation and use of the Premises;
 - (ii) a breach of this Lease by the Tenant or the Tenant's Invitees; or
 - (iii) the occupation and use of the Premises by the Tenant or the Tenant's Invitees.
- (b) Clause 12.2(a):
 - (i) does not apply to the extent that money paid to the Landlord out of insurance effected by the Tenant indemnifies the Landlord; and
 - (ii) does not apply to Indirect Losses;
 - (iii) does not limit any other provision of this clause 12.

12.3 Negligence or default of Landlord

The releases, responsibilities and indemnities in this clause do not apply to any act, matter, thing or consequence to the extent it arises out of or is contributed to by the wilful action (unless that action is expressly permitted under this Lease), negligence, fraud, default or misconduct of the Landlord or the Landlord's Invitees.

- (ii) must use reasonable endeavours to obtain all necessary Authorisations for the rebuilding of the Premises in substantially the same form as it was before the damage, as soon as possible;
- (iii) must keep the other party reasonably informed about the process of obtaining Authorisations and obtain the other party's approval, not to be unreasonably withheld or delayed, to any terms and conditions or matters which would cause the rebuilt premises not to be in substantially the same form as before the damage or otherwise cause the rebuilt premises to be less suitable or convenient for the Tenant's use for the Permitted Use;
- (iv) may terminate this Lease by giving the other party notice in writing, if it has not received all necessary Authorisations for the rebuilding of the Premises in substantially the same form as it was before the damage by the date which is 21 months after the Damage Date;
- (v) must, subject to clause 11.3(e)(iv), ensure that the rebuilding is carried out:
 - (A) in accordance with all necessary Authorisations obtained by the rebuilding party;
 - (B) in a proper and workmanlike manner using good quality materials;
 - (C) by properly qualified and experienced contractors;
 - (D) in accordance with all relevant Laws, Australian Standards and the Building Code of Australia; and
 - (E) at its own cost; and
- (vi) must, subject to clause 11.3(e)(iv) and 11.3(f), complete the rebuilding by the Date for Completion of the Rebuilding.
- (f) The Date for Completion of the Rebuilding shall be extended by the period of delays suffered by the rebuilding party, which are outside the rebuilding party's reasonable control. The rebuilding party will promptly notify the other party of delays requiring an extension to the Date for Completion of the Rebuilding and the estimated period of extension.
- (g) If either party elects to rebuild the Premises, and the rebuilding party:
 - (i) has not commenced the rebuilding within 21 months from the Damage Date, the other party may terminate this Lease by giving the other party 1 month's notice in writing; and
 - (ii) has not completed the rebuilding by the Date for Completion of the Rebuilding (as extended in accordance with clause 11.3(f)), the other party may terminate this Lease at any time before the rebuilding is complete by giving the rebuilding party notice in writing.
- (h) If the Damage Date occurs within 5 years prior to the Expiry Date and a party elects to rebuild the Premises in accordance with this clause 11.3, the Landlord must, at the Tenant's request, grant an extension of the Lease so that the Term remaining under this Lease is 10 years from the date of practical completion of the rebuilding of the Premises.

11.4 Termination and Abatement not to affect pre-existing rights

Termination of this Lease or, if applicable, abatement of Rent under this clause 11 does not adversely affect the rights of either the Landlord or the Tenant for any breach or failure to comply with this Lease, which occurs before the Damage Date.

11.5 No Abatement

The Tenant will not be entitled to an abatement of Rent, Outgoings and any other amounts payable under this Lease in accordance with this clause 11 if the damage or destruction has been caused by the gross negligence of the Tenant or the Tenant's Invitees.

- (i) be with reputable licensed insurers; and
 - (ii) note the interest of the Landlord and any mortgagee from time to time of the Landlord for their respective rights and interests.
- (b) The Tenant must provide the Landlord with a certificate of currency in respect of the insurances once a year promptly after the insurances have been renewed.

10.3 Continuation of liability

Any obligations of the Tenant under this clause 10 in respect of any act, matter or thing which happens before the expiration or termination of this Lease continue after its expiration or termination.

11. Damage, destruction or resumption

11.1 Partial Damage or Destruction

If the Premises are partially damaged or destroyed and damage is capable of being rectified within 24 months the Landlord and Tenant agree that the Rent, Outgoings and any other amounts payable under this Lease remain payable and the Tenant must, promptly repair the damage. The Tenant's repair works under this clause cannot be the subject of a Major Capital Expenditure Proposal.

11.2 Whole or Substantial Damage or Destruction

If the Premises are wholly or substantially damaged or destroyed so that the Premises are wholly or substantially unfit for occupation and use by the Tenant or inaccessible, then, the Rent, Outgoings and other amounts payable under this Lease abate from that date until the earlier of:

- (a) the date of termination of this Lease; and
- (b) the date on which the Premises are made fit for the occupation and use by the Tenant or accessible (as applicable).

11.3 Rebuilding

- (a) Within 3 months after the Damage Date, the Landlord and Tenant must, acting reasonably and in good faith, consider and discuss whether it is practicable and desirable for the Premises to be rebuilt in accordance with this clause 11.3.
- (b) If the Tenant wishes to rebuild the Premises, the Tenant must give the Landlord written notice of its intention to rebuild within 3 months after the Damage Date (**Tenant's Rebuilding Notice Period**).
- (c) If the Tenant does not give a notice under clause 11.3(b) by the expiration of the Tenant's Rebuilding Notice Period and the Landlord wishes to and rebuild the Premises, the Landlord must give the Tenant written notice of its intention to rebuild within 20 Business Days after the expiration of the Tenant's Rebuilding Notice Period (**Landlord's Rebuilding Notice Period**).
- (d) If the Tenant does not give a notice under clause 11.3(b) by the expiration of the Tenant's Rebuilding Notice Period and the Landlord does not give a notice under clause 11.3(c) by the expiration of the Landlord's Rebuilding Notice Period, either party may terminate this Lease by giving the other party notice in writing in which case the proceeds of the insurance effected under clause 10.1(a) must be paid out in accordance with the Landlord's and Tenant's interests in the insurance policy.
- (e) If either party elects to rebuild the Premises, the rebuilding party:
 - (i) has the right to apply the proceeds of the insurance effected under clause 10 to the rebuilding and the other party must do all things reasonably necessary to enable the insurance proceeds to be applied to the costs of rebuilding, either by payment to contractors or reimbursement of costs paid by the rebuilding party;

- (g) If the Landlord, acting reasonably, objects to the Tenant's assessment of the Landlord's Percentage within 20 Business Days of the Tenant's notice under clause 9.9(f), the Tenant must engage a Valuer to assess the improvements which were the subject of the Major Capital Works and determine the Landlord's Percentage;
- (h) if the Landlord fails to respond within the period specified in clause 9.9(g) the Landlord is deemed to have accepted the Tenant's assessment of the Landlord's Percentage;
- (i) the determination of the Valuer under clause 9.9(g) is final and binding on the parties except in the case of manifest error or fraud;
- (j) the costs of the Valuer under this clause 9.9 will be shared equally by the parties;
- (k) if the Landlord does not purchase the Major Capital Works pursuant to clause 9.6 or otherwise, the parties agree that for any Market Review of the Rent subsequent to the completion of the Major Capital Works the Valuer must assume that the Landlord's Percentage of the Major Capital Works are Landlord's Property; and
- (l) the parties must provide reasonable assistance to any Valuer acting on a Market Review described in clause 5.2.

9.10 Landlord approval

- (a) Subject to clause 9.10(d), the Tenant must obtain the approval of the Landlord before undertaking Major Capital Works.
- (b) The approval of the Landlord to the Tenant undertaking Major Capital Works must not be unreasonably withheld, however this does not affect the Landlord's discretion in relation to agreeing to undertake or pay for Major Capital Works referred to in a Major Capital Expenditure Proposal, which is covered by clause 9.2(a).
- (c) The Landlord must advise the Tenant of the determination of the Landlord in respect of a request from the Tenant to undertake Major Capital Works within 1 month after the Tenant's request. If the Landlord fails to advise the Tenant of the Landlord's determination within the 1 month period the Landlord is deemed to have approved the undertaking of the Major Capital Works by the Tenant.
- (d) The Tenant is not required to obtain the approval of the Landlord in respect of Major Capital Works which are required to comply with Authorisations or Law.

10. Insurance

10.1 Tenant to insure

The Tenant must effect and maintain or, to the extent permitted under a Sublease, cause any Subtenant to effect and maintain at the Subtenant's cost:

- (a) insurance for damage and destruction of the improvements forming part of the Premises and the Tenant's Fixed Assets for their full replacement value including fire, flood, lightning, storm and tempest, explosion, riots and civil commotion, strikes, malicious damage, earthquake, impact by vehicles, impact by aircraft and articles dropped from them and internal flood water;
- (b) public liability insurance for the amount specified in Item 12 of the Items Schedule. The Landlord may, acting reasonably and no more frequently than once in every 5 years of the Term, increase the amount of public liability insurance having regard to usual practice in leases of similar premises;
- (c) when works are being conducted to the Premises, insurance for any work carried out on the Premises which is commonly the subject of contracts works insurance or procure that the builder carrying out the work insures in respect of that work; and
- (d) workers' compensation insurance required by Law in respect of the Premises.

10.2 Policies

- (a) All policies of insurance that are taken out by the Tenant under clause 10.1 must:

which case the Valuer's determination will be final and binding except in the case of manifest error or fraud.

- (d) If clause 9.6(c) applies, within 15 Business Days after the determination of the market value of the relevant Major Capital Works in accordance with clause 9.6(c), the Landlord must notify the Tenant whether or not it will purchase the relevant Major Capital Works at the Agreed Market Value.
- (e) If the Landlord agrees to purchase the relevant Major Capital Works pursuant to this clause 9.6:
 - (i) on or before the Expiry Date, the Landlord must pay the Tenant the Agreed Market Value for the relevant Major Capital Works and the ownership of the relevant Major Capital Works will vest in the Landlord on the later of:
 - (A) the day immediately after the Expiry Date; and
 - (B) the date the Landlord pays the Tenant the Agreed Market Value for the relevant Major Capital Works; and
 - (ii) if the day immediately after the Expiry Date is a Market Review Date, for the purposes of determining the Current Market Rent as at that Market Review Date, the relevant Major Capital Works are deemed to be Landlord's Property.
- (f) In this clause 9.6, the 'Agreed Market Value' will be the amount payable for the relevant Major Capital Works as agreed by the parties or determined in accordance with clause 9.6(c).

9.7 No duplicate recovery

Despite any term of this Lease, a party may not recover an amount recoverable as a component of Total Project Costs more than once.

9.8 Dispute Resolution for Major Capital Works

If the Landlord disputes in writing that a proposed item of work constitutes Major Capital Works within 10 Business Days of the Tenant submitting a Major Capital Expenditure Proposal and the Landlord and Tenant cannot resolve that dispute within the 10 Business Day period, the parties must appoint an Expert to determine the dispute in accordance with clauses 26.2 and 26.3.

9.9 Apportionment of Major Capital Works

If:

- (a) the Tenant elects to undertake the Major Capital Works pursuant to clauses 9.1(a) or 9.2(c); and
- (b) as part of the Major Capital Works the Landlord's Property will be replaced or completely or substantially refurbished,

the following clauses apply:

- (c) before commencement of the Major Capital Works the Tenant must procure that a condition report of the Premises, recording the Landlord's Property and the Tenant's Property on the Premises (**Condition Report**), is conducted by an experienced provider and provided to the Landlord for approval;
- (d) the Landlord must provide its comments on the Condition Report within 10 Business Days of receipt and may only object to the Condition Report if it does not properly record the Landlord's Property;
- (e) if the Landlord does not approve the Condition Report and the parties cannot agree on the Condition Report within 10 Business Days after the expiry of the 10 Business Day period in clause 9.9(d) the dispute must be determined in accordance with clause 26;
- (f) on completion of the Major Capital Works the Tenant must, acting reasonably, notify the Landlord of what it considers to be the percentage of the improvements which were the subject of the Major Capital Works which represents a replacement of the Landlord's Property existing before the Major Capital Works (**Landlord's Percentage**);

- (i) the Tenant may give notice to the Landlord that it will proceed to undertake the Major Capital Works (**Election Date**); and
- (ii) if the Tenant proceeds to undertake the relevant Major Capital Works under clause 9.4(a)(i):
 - (A) subject to clause 9.6, the Major Capital Works are owned by the Tenant and will form part of the Tenant's Property; and
 - (B) the Tenant may (in the notice given under clause 9.4(a)(i)) elect, in its discretion, to vary the lease so that:
 - (I) the Rent will be subject to a Market Review as if the Election Date was a Market Review Date with a condition that the Rent cannot decrease as a result of the Market Review as at the Election Date;
 - (II) the Term will be extended so that the term remaining under this Lease is 15 years or such other period as agreed to by the Landlord and the Tenant after the date of practical completion of the Major Capital Works; and
 - (III) any other consequential changes necessary to give effect to the changes contemplated by this clause are made; and
- (b) If:
 - (A) this Lease will be varied in accordance with clause 9.4(a)(ii)(B);
 - (B) this Lease is registered at the Titles Office or intended to be registered at the Titles Office; and
 - (C) it is requested by the Landlord,

the Tenant must, promptly after the date of practical completion of the Major Capital Works, prepare a variation of lease in registrable form reflecting the variation described in clause 9.4(a)(ii)(B) including the revised Rent (**Variation of Lease**); and
- (c) The parties must promptly execute the Variation of Lease and arrange for it to be registered at the Titles Office (at the Tenant's cost).

9.5 Transfer of Tenant's Major Capital Works to the Landlord

At least 12 months before the Expiry Date (as extended pursuant to clause 9.4(a)(ii)(B) or any other clause in this Lease), the Landlord must notify the Tenant whether or not it intends to purchase the improvements comprising the Major Capital Works carried out by the Tenant in accordance with clause 9.4, at the market value of the Major Capital Works as at the Expiry Date.

9.6 Landlord purchase at Market Value

- (a) If the Landlord notifies the Tenant that it intends to purchase the Major Capital Works pursuant to clause 9.5, the Tenant must notify the Landlord of its estimate of the market value of those Major Capital Works as at the Expiry Date, within 15 Business Days of the Landlord's notice.
- (b) The Landlord must, within 15 Business Days after receiving the Tenant's estimate of the market value of the relevant Major Capital Works provided under clause 9.6(a), notify the Tenant whether it:
 - (i) accepts the Tenant's estimate;
 - (ii) disputes the Tenant's estimate; or
 - (iii) withdraws its notice of intention to purchase the relevant Major Capital Works.

If the Landlord fails to notify the Tenant under this clause 9.6(b) the Landlord will be deemed to have disputed the Tenant's estimate.
- (c) If the Landlord disputes, or is deemed to dispute, the Tenant's estimate in accordance with clause 9.6(b), either party may request the president of the Australian Institute to nominate a Valuer to determine the market value of the relevant Major Capital Works, in

9. Major Capital Works

9.1 Major Capital Works

Subject to clause 9.10, the Tenant may elect to:

- (a) undertake Major Capital Works at its expense; or
- (b) submit a Major Capital Expenditure Proposal to the Landlord in respect of the undertaking of Major Capital Works.

9.2 Major Capital Expenditure Proposal

- (a) If the Tenant submits a Major Capital Expenditure Proposal to the Landlord in respect of undertaking the Major Capital Works, the Landlord must:
 - (i) acting reasonably and in good faith, consider whether it will agree to undertake or pay for the Major Capital Works referred to in the Major Capital Expenditure Proposal on the terms set out in the Major Capital Expenditure Proposal; and
 - (ii) advise the Tenant whether it agrees to undertake or pay for the Major Capital Works referred to in the Major Capital Expenditure Proposal within 15 Business Days (or such longer period as agreed between the parties) after the date the Landlord receives the Major Capital Expenditure Proposal from the Tenant.
- (b) If the Landlord agrees to undertake or pay for the relevant Major Capital Works referred to in the Major Capital Expenditure Proposal or on the basis of an amended proposal agreed between the Landlord and the Tenant, that proposal will constitute an Agreed Major Capital Expenditure Proposal.
- (c) If the Landlord does not agree to undertake or pay for the relevant Major Capital Works referred to in the Major Capital Expenditure Proposal or on the basis of an amended proposal, the Tenant may at its absolute discretion, elect to undertake the Major Capital Works at its expense.

9.3 Landlord pays for Major Capital Works

If there is an Agreed Major Capital Expenditure Proposal:

- (a) the Major Capital Works contained in an Agreed Major Capital Expenditure Proposal will be carried out by the relevant party or parties described in the Agreed Major Capital Expenditure Proposal:
 - (i) in accordance with plans and specifications prepared by appropriately qualified persons and approved by the Tenant, acting reasonably;
 - (ii) in a timely, proper and workmanlike manner by properly qualified and experienced contractors;
 - (iii) in accordance with all relevant Laws and Requirements, Australian Standards and the Building Code of Australia; and
 - (iv) in accordance with all Authorisations;
- (b) the Landlord must pay for the Major Capital Works contained in an Agreed Major Capital Expenditure Proposal in accordance with the terms of the Agreed Major Capital Expenditure Proposal; and
- (c) the:
 - (i) Major Capital Works are owned by the Landlord;
 - (ii) Major Capital Works form part of the Landlord's Property; and
 - (iii) Rent payable under this Lease will be increased by the amount and over the period detailed in the Agreed Major Capital Expenditure Proposal.

9.4 Tenant undertakes Major Capital Works

- (a) If the Tenant elects to undertake the Major Capital Works pursuant to clauses 9.1(a) or 9.2(c):

8.2 Works and Alterations to Premises

- (a) Subject to clause 8.2(d), the Tenant may carry out the following works and alterations to the Premises without the Landlord's consent:
 - (i) maintenance, repair and replacement to the Premises required by this Lease;
 - (ii) any works to the Premises required by Laws or Requirements; and
 - (iii) any works required to maintain, upgrade, refresh, remove or in any other way change the presentation and branding of the Premises.
- (b) In addition to the Tenant's rights under clause 8.2(a) but subject to clause 8.2(d), the Tenant may carry out other works and alterations to the Premises without the Landlord's consent, provided that the Tenant must obtain the Landlord's prior written consent before carrying out any works or alterations:
 - (i) which would materially diminish the value of the Premises; or
 - (ii) any works which would materially change the predominant use of the Premises.
- (c) Subject to the terms of this Lease, the Tenant must ensure that all repairs, maintenance, replacements and any other works to the Premises and the Tenant's Fixed Assets are carried out:
 - (i) in a timely, proper and workmanlike manner by properly qualified and experienced contractors; and
 - (ii) in accordance with all relevant Laws and Requirements, Australian Standards and the Building Code of Australia.
- (d) The parties agree, for the avoidance of doubt, that:
 - (i) the Tenant may alter, repair, remove and replace any items of Tenant's Property, including Tenant's Fixed Assets, without the consent of the Landlord; and
 - (ii) any item of Landlord's Property which the Tenant repairs or replaces (including replacement of the existing tanks with tanks that are of the same or larger size and capacity) remains or becomes an item of Landlord's Property.
- (e) Despite any other provision of this lease, the Tenant must not do or omit to do anything in a manner which would be inconsistent with the Site Management Plan.

8.3 Cleaning by Tenant

The Tenant must keep the Premises and the Tenant's Fixed Assets clean, tidy and free from rubbish.

8.4 Landlord's right to enter to inspect

Subject to clause 8.5, the Landlord may once in each Lease Year and on giving the Tenant reasonable notice (other than in an emergency, when no notice is required) and at a reasonable time enter the Premises for the purpose of ascertaining whether the Tenant is complying with the Tenant's Obligations.

8.5 Requirements for entry to Premises

In exercising its powers under this Lease to enter the Premises, the Landlord must:

- (a) comply with all relevant Laws and Requirements and the Tenant's requirements, including the Tenant's workplace health and safety policies and requirements;
- (b) not interfere with or disrupt the Tenant's or a Subtenant's operations; and
- (c) be in the presence of an authorised representative of the Tenant.

8.6 Landlord to assist Tenant

If the Tenant requests it to do so, the Landlord must, at the Tenant's cost, do anything reasonably required by the Tenant to assist the Tenant in obtaining any third party's consent or approval which the Tenant considers necessary or desirable to enable it to exercise its rights and/or comply with its obligations under this clause 8.

- (iv) ensure, so far as is reasonably practicable, that the health and safety of other persons, such as members of the public, is not put at risk in connection with the performance of work on the Premises or to the Landlord's Property;
 - (v) notify the Landlord of any act, event or circumstance which occurs in connection with the Premises or Landlord's Property or performance of work on the Premises or to the Landlord's Property that:
 - (A) is required by the WHS Laws to be notified to a regulator; or
 - (B) results in, or has the potential to result in, a serious injury to a person or reputational damage to the Landlord;
 - (vi) assist the Landlord (including by way of provision of information and documents) to comply with WHS Laws, including by promptly complying with any reasonable directions given by the Landlord in relation to workplace health and safety at the Premises or in respect of the Landlord's Property;
 - (vii) notify the Landlord in writing of any act, event or circumstance which affects, or is likely to affect, the Tenant's ability to comply with the matters set out in clauses 7.3(a)(i) to 7.3(a)(v); and
 - (viii) on request by the Landlord, promptly provide the Landlord reasonable evidence of its compliance with the matters set out in clauses 7.3(a)(i) to 7.3(a)(v).
- (b) The Tenant acknowledges that, during the Term, the Tenant will have management and control of the Premises.

7.4 Nuisance

The Tenant must not do or omit to do anything, nor allow its Invitees to do or omit to do anything, in relation to the Premises, which does or is likely to cause unlawful annoyance, nuisance or damage to an owner or occupier of any adjoining or neighbouring land or building.

8. Maintenance, repair and alterations

8.1 Repair and maintenance

- (a) Except to the extent that it is the Landlord's obligation under this Lease and subject to clause 8.1(b), the Tenant must:
- (i) keep the Premises and the Tenant's Fixed Assets in good and substantial repair, order and condition having regard to the condition of the Premises and the Tenant's Fixed Assets as at the Initial Commencement Date (fair wear and tear excepted). For the avoidance of doubt the Landlord is not responsible for repair of damage caused by fair wear and tear;
 - (ii) keep any part of the Premises and the Tenant's Fixed Assets, which has been replaced or renewed, as nearly as possible in the condition when replaced or renewed having regard to the age of the Premises and the item being replaced or renewed (fair wear and tear excepted);
 - (iii) repair any damage to the Premises and the Tenant's Fixed Assets caused by the Tenant or the Tenant's Invitees in default of its obligations under this Lease;
 - (iv) carry out any necessary works to the Premises to enable the Premises to be operated as a fuel depot for diesel and petrol with retail facility and otherwise to comply with its obligations under this Lease, including structural work and capital repairs and replacements; and
 - (v) carry out any works, repairs or replacements to the Premises and the Tenant's Fixed Assets, as required by Laws or Requirements.
- (b) The Tenant is not required to carry out structural work or capital repairs and replacement to the Premises if the requirement for those works, repairs or replacements is caused by the Landlord or the Landlord's Invitees in which case the Landlord must promptly carry out those works, repairs or replacements.

6.5 Notification of Variations

- (a) The Landlord must promptly give to the Tenant a copy of any document received by the Landlord in relation to:
 - (i) any Outgoings; or
 - (ii) the basis of calculation of any Outgoings (including valuations made by any Government Agency),(including any variations of Outgoings).
- (b) The Landlord must permit the Tenant to exercise the Landlord's right of objection or appeal to any Outgoings or variation of Outgoings. The Tenant may for that purpose use the Landlord's name provided that the Tenant must indemnify the Landlord against all reasonable costs payable by the Landlord as a result of the Tenant's objections.
- (c) If the Landlord does not notify the Tenant of a variation to rates or land tax in accordance with clause 6.5(a), the Tenant is not required to pay any increase in rates or land tax resulting from that variation.

7. Use of Premises

7.1 Permitted use

The Tenant must not use the Premises, or allow the Premises to be used, for any purpose other than the Permitted Use without the Landlord's consent.

7.2 Tenant's compliance with Laws

- (a) Subject to clauses 7.2(b) and 7.2(c), the Tenant must (and ensure that its Invitees must):
 - (i) comply with all Laws and Requirements relating to the Premises, the use and occupation of the Premises, the Tenant's Property and the Tenant's business conducted from the Premises; and
 - (ii) obtain, maintain and comply with any Authorisations required for the Permitted Use and the Tenant's business conducted from the Premises, and must not cause or permit any such Authorisations to lapse or be revoked.
- (b) To the extent that any Laws or Requirements referred to in clause 7.2(a) relate to Contamination, the Tenant's obligation to comply with those Laws and Requirements is subject to clause 18 and if there is any inconsistency between clause 7.2(a) and clause 18, then clause 18 will prevail to the extent of that inconsistency.
- (c) The Landlord acknowledges and agrees that the Authorisations referred to in clause 7.2(a)(ii) may be held by a Subtenant or Affiliate and that would constitute compliance with clause 7.2(a)(ii).

7.3 Workplace health and safety

- (a) Without limiting the Tenant's obligations in clause 7.2(a) of the Lease, the Tenant must, during the Term:
 - (i) comply with WHS Laws and ensure, so far as is reasonably practicable, that its Invitees comply with WHS Laws in relation to the Premises and the Tenant's and Invitees' use of the Premises;
 - (ii) ensure that it has adequate systems in place to identify, assess and eliminate or minimise all hazards and risks in connection with the Premises and Landlord's Property and in respect of work on the Premises and to the Landlord's Property, which comply with WHS Laws;
 - (iii) provide appropriate information, training, instruction and supervision to all Invitees, as is necessary for its Invitees to carry out work on the Premises and to the Landlord's Property safely and in accordance with WHS Laws;

- (ii) provide copies of the assessments to the Tenant, in which case the Tenant must pay the assessments by the later of:
 - (A) 10 Business Days after receipt of the assessment; or
 - (B) the due date for payment of the assessment.
- (d) The Landlord may, at least one month before each Financial Year begins, give the Tenant a notice containing the Landlord's estimate of Outgoings, to be issued to the Landlord, for that Financial Year (**Estimated Outgoings**).
- (e) If the Landlord gives the Tenant a notice of Estimated Outgoings under clause 6.1(d) the Tenant must pay the Estimated Outgoings in 12 equal monthly instalments in advance in the same manner and at the same time as the Rent.
- (f) The Tenant must, if requested by the Landlord, deliver to the Landlord any receipts or other evidence of payment for payments made under clause 6.1(b) or 6.1(c)(ii).

6.2 Exclusion from Outgoings

The Landlord and Tenant agree that Outgoings do not include:

- (a) depreciation on the Premises or the Landlord's Property on or in the Premises;
- (b) interest incurred on the Landlord's borrowings; or
- (c) property management fees charged or paid by the Landlord.

6.3 Effect of termination of Lease

Termination of this Lease does not terminate or prejudice the liability of the Tenant to pay the Outgoings for the period up to and including the date of termination.

6.4 Outgoings Statement

- (a) As soon as practicable after the expiration of each Financial Year but in any event no later than 5 months after the end of each Financial Year, the Landlord must furnish an itemised statement to the Tenant containing particulars of the Outgoings issued to the Landlord which has been audited and certified by an auditor (**Outgoings Statement**).
- (b) If requested by the Tenant, within 20 Business Days of receipt of the Outgoings Statement, the Landlord must provide the Tenant with a copy of such notices, invoices, assessments, proof of payments and receipts as the Tenant reasonably requires to verify or evidence an amount claimed by the Landlord as part of Outgoings.
- (c) Within 20 Business Days after receipt of the Outgoings Statement and any evidence requested by the Tenant under clause 6.4(b), the parties must make an adjustment between them of the difference between the amounts paid by the Tenant on account of Estimated Outgoings and the actual Outgoings payable by the Tenant for the relevant period.
- (d) Any refund or further payment will be made by the relevant party as soon as is reasonably practicable and, unless there has been notification of a dispute in relation to the Outgoings Statement, no later than 1 month after the Outgoings Statement has been provided to the Tenant.
- (e) If the Tenant disputes the contents of the Outgoings Statement and the parties cannot resolve the dispute within 20 Business Days of service of the Outgoings Statement on the Tenant, either party may appoint an Expert to determine the dispute and the provisions of clauses 26.2 and 26.3 apply. Pending determination of such dispute, the Tenant must pay any amount claimed by the Landlord in the Outgoings Statement which is not disputed and, once the dispute is determined, any necessary adjustment must be made in accordance with clause 6.4(c) within 10 Business Days from the date the dispute is determined.
- (f) The obligations in this clause 6.4 are ongoing and survive termination of this Lease.

- (D) any money received under any Sublease, subtenancy agreement or occupational arrangement in respect of the Premises including rent; and
 - (E) anything consistent with the matters to be disregarded in this clause 5.2(e)(ii); and
- (iii) take into account the following matters or, where the context requires, make the following assumptions:
- (A) written submissions received from the Landlord or the Tenant in accordance with clause 5.2(d), unless and to the extent that taking the submissions into account would not be in accordance with proper valuation practices;
 - (B) the provisions of this Lease;
 - (C) the Term and any option for renewal (disregarding the elapsed part of the Term);
 - (D) the rent and outgoings paid or payable in respect of other premises of a quality, nature, size and location similar to the Premises and which are leased on terms comparable to this Lease (or otherwise adjusted accordingly);
 - (E) incentives, inducements or concessions generally offered to tenants of premises of a quality, nature, size and location similar to the Premises and which are leased on comparable terms; and
 - (F) assume that the Tenant has observed and performed all of the Tenant's Obligations.
- (f) **Range of Values**
If the Valuer appointed under this clause to determine the Current Market Rent provides a range of values as its valuation then the Current Market Rent determined by the Valuer will be taken to be the mid-point of that range.
- (g) **Deferment of increased Rent**
- (i) The Tenant must continue to pay the Rent payable immediately before the relevant Market Review Date until any variation in Rent as a result of the market review under this clause 5.2 is agreed or determined.
 - (ii) Any variation in Rent as a result of the Market Review under this clause 5.2 will take effect on the relevant Market Review Date.
- (h) **Withdrawal of Exercise of Option**
If a Market Review Date is the commencement date of an Option Term, the Tenant may withdraw its Option Notice within 20 Business Days of the Tenant receiving the Valuer's determination of the Current Market Rent as at that Market Review Date.
- (i) **Essential Time Periods**
The dates by which notices must be given under clause 5.2(a) and 5.2(b) are of the essence.

6. Outgoings

6.1 Payment of Outgoings

- (a) The Tenant is responsible for payment of all Outgoings.
- (b) If any assessments for Outgoings are issued to the Tenant, the Tenant must pay, when due and payable, those (or in the first and last year of the Term, the appropriate proportionate part of all) Outgoings.
- (c) If any assessments for Outgoings are issued to the Landlord, the Landlord must either:
 - (i) pay those assessments by the due date for payment; or

- (i) If a party disagrees with the other party's assessment of the Current Market Rent, the disagreeing party must notify the other party in writing within 20 Business Days after receipt of the other party's assessment of the Current Market Rent.
 - (ii) The Landlord and the Tenant must negotiate in good faith to try to agree the Current Market Rent for the Premises for a period of 10 Business Days after the date of the disagreeing party's notice given under clause 5.2(b)(i). If the Landlord and the Tenant have not agreed on the Current Market Rent for the Premises within the 10 Business Day period, either party may request the president of the Australian Institute to nominate a Valuer to determine the Current Market Rent for the Premises.
- (c) Conduct of Valuer's review
- (i) The Valuer appointed under clause 5.2(b)(ii) acts as an expert and not as an arbitrator when determining the Current Market Rent.
 - (ii) The Landlord and Tenant must instruct the Valuer to make a written determination containing detailed reasons for the Valuer's determination within 20 Business Days after the date of the Valuer's appointment.
 - (iii) If for any reason no determination has been made by the Valuer within the 20 Business Day period specified in clause 5.2(c)(ii), either party may immediately request the president of the Australian Institute to appoint a replacement Valuer. The provisions of this clause 5.2 will then apply to the appointment of, and determination of the Current Market Rent for the Premises by, the replacement Valuer.
 - (iv) The Valuer's determination will be final and binding on the Landlord and the Tenant, except in the case of manifest error or fraud.
 - (v) The costs of the Valuer are to be shared equally between the Landlord and the Tenant.
- (d) Landlord's and Tenant's Submissions
- (i) The Valuer may confer with the Landlord and the Tenant and may require either party to supply information which the Valuer considers relevant to the determination.
 - (ii) Any request for information must be complied with promptly in writing by the party to whom it is directed, who must make a copy of that information available to the other party.
 - (iii) Either party may supply the Valuer with written submissions in relation to the Current Market Rent and other information that party considers relevant and, if it does so, that party must make a copy of that information available to the other party.
 - (iv) Information may be provided on a confidential basis and, if so, the party receiving it and the Valuer will treat the information as confidential and will not use that information other than for the purposes of this clause 5.2.
- (e) Valuer's Criteria
- (i) In determining the Current Market Rent as at a Market Review Date, the Valuer may take into account any matters the Valuer considers relevant in proper valuation practices but, in making the Valuer's determination, the Valuer must:
 - (ii) disregard:
 - (A) any goodwill attributable to the Premises by reason of the trade, business or activity carried on by the Tenant or any Subtenant;
 - (B) subject to clause 9.9, the value of any Tenant's Property and Subtenant's Property in, on or under the Premises;
 - (C) if the market rent review is pursuant to clause 9.4, the value of the Major Capital Works carried out or to be carried out by the Tenant pursuant to that clause;

- (d) purport to enforce or exercise any rights, powers or remedies of the Lessor under the Existing Lease,
except:
- (e) as permitted by this Lease; or
- (f) with the Tenant's prior written consent, such consent not to be unreasonably withheld or delayed.

4. Rent

4.1 Rent

The Tenant must pay the Rent to the Landlord without demand and without deduction:

- (a) in consecutive monthly instalments equal to 1/12th of the Rent, commencing on the Commencement Date and then on the first day of each month, the first and last payments being proportionate if necessary; and
- (b) by direct deposit to the Landlord's bank account nominated by the Landlord in writing.

4.2 Amounts payable on demand

An amount payable under this Lease is payable within 20 Business Days of demand by the Landlord if it is not payable on a specified date.

5. Rent review

5.1 Percentage Rent Review

On and from each Percentage Review Date, the Rent increases to the amount calculated by increasing the Rent payable immediately prior to the relevant Percentage Review Date by the Percentage Increase.

5.2 Market Rent Review

On and from each Market Review Date, the Rent is to be reviewed in accordance with the following procedure:

- (a) Determination of Market Rent
 - (i) The Landlord must give written notice to the Tenant of the Landlord's assessment of the Current Market Rent for the Premises not more than 12 months and not less than 9 months before the relevant Market Review Date (**Landlord's Assessment Period**).
 - (ii) If the Landlord does not give a notice under clause 5.2(a)(i) by the expiration of the Landlord's Assessment Period:
 - (A) the Landlord cannot serve a notice under clause 5.2(a)(i); and
 - (B) the Tenant may give written notice to the Landlord of the Tenant's assessment of the Current Market Rent for the Premises not less than 6 months before the relevant Market Review Date (**Tenant's Assessment Period**).
 - (iii) If the Landlord does not give a notice under clause 5.2(a)(i) within the Landlord's Assessment Period and the Tenant does not give a notice under clause 5.2(a)(ii)(B) within the Tenant's Assessment Period, the Rent payable on and from the relevant Market Review Date shall remain the same as the Rent payable immediately before the relevant Market Review Date.
- (b) Dispute of Rent

- (f) The Tenant must notify the Lessor promptly in writing upon becoming aware of any actual or prospective liability relating to the Existing Lease. If the Tenant gives such notification, the Tenant may at its cost prosecute, defend or otherwise deal with any such liability on behalf of the Landlord and the Landlord must provide such cooperation as is reasonable at the cost of the Tenant.

3.2 Relevant Lease Covenants

To the extent that this lease does not have the legal effect of putting the Tenant, during the Term, in the same position as the Landlord in terms of enforcing all covenants, rights, powers and remedies of the Landlord under the Existing Lease, then:

- (a) subject to clause 3.2(b), the Landlord assigns to the Tenant with effect from the Commencement Date:
 - (i) the Landlord's interest in the Existing Lease; and
 - (ii) the benefit of the covenants by the Existing Tenant under the Existing Lease, **(Relevant Lease Covenants)**,and the Tenant accepts the assignment and assumes all liabilities of the Landlord, and must indemnify and keep the Landlord indemnified and held harmless from any liability, which arise during the Term in respect of the Existing Lease; and
- (b) if the benefit of any Relevant Lease Covenant is not assignable, then it is not assigned to the Tenant, and during the Term:
 - (i) the Landlord holds the benefit of the Relevant Lease Covenant for the benefit of the Tenant; and
 - (ii) if directed by the Tenant, the Landlord must use its reasonable endeavours to enforce the Relevant Lease Covenant for and at the cost of the Tenant.

3.3 Tenant's dealings with Existing Lease

- (a) Subject to clause 3.3(b), the Tenant may:
 - (i) amend or vary the Existing Lease;
 - (ii) accept a surrender of all or any part of the Existing Lease;
 - (iii) agree to the Existing Tenant holding over under the Existing Lease for not longer than the term of this Lease;
 - (iv) otherwise deal with the Existing Lease; or
 - (v) terminate the Existing Lease in accordance with its terms,without the Landlord's consent.
- (b) The Tenant must not, without the prior written consent of the Landlord, amend the Existing Lease in a manner that:
 - (i) requires the Landlord to pay or incur any cost or liability;
 - (ii) imposes any additional or more onerous obligation or liability on the Landlord;
 - (iii) releases the Existing Tenant from any obligation to carry out capital works, or make good the leased premises at the end of the lease term.
- (c) The Lessee must indemnify, keep indemnified and hold harmless the Lessor against any liability suffered or incurred by the Lessor in connection with a breach of this clause 3.3.

2.3 Landlord not to deal with Existing Lease

The Landlord must not:

- (a) amend or vary the Existing Lease;
- (b) accept a surrender of all or any part of the Existing Lease;
- (c) terminate the Existing Lease; or

- (iii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
- (iv) a party includes its successors and permitted assigns;
- (v) a document includes all amendments or supplements to that document;
- (vi) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this Lease;
- (vii) this Lease includes all schedules and attachments to it;
- (viii) a Law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable Financial Market and is a reference to that law as amended, consolidated or replaced;
- (ix) an agreement other than this Lease includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
- (x) a monetary amount is in Australian dollars;
- (g) an agreement on the part of two or more persons binds them jointly and severally;
- (h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (i) in determining the time of day, where relevant to this Lease, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this Lease, the time of day in the place where the party required to perform an obligation is located; and
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease or any part of it.

2. Grant of Lease

2.1 Grant of Lease

The Landlord grants to the Tenant and the Tenant takes from the Landlord a lease of the Premises for the Term, on the terms set out in this Lease.

3. Concurrent Lease

3.1 Concurrent lease

- (a) This Lease is concurrent with the Existing Lease.
- (b) The Tenant must perform the obligations of the Landlord which arise during the Term in connection with the Existing Lease in favour of the Existing Tenant and their respective successors and assignees (and the Tenant assumes all liabilities of the Landlord which arise during the Term in connection with the Existing Lease).
- (c) The Tenant indemnifies and must keep indemnified and hold harmless the Landlord in relation to any liability arising in connection with any breach of clause 3.1(b) by the Tenant, other than a liability resulting from the wilful default or gross negligence of the Landlord under the Existing Lease.
- (d) Subject to this Lease, the Tenant may enforce all rights, powers and remedies of the Landlord under the Existing Lease to the exclusion of the Landlord.
- (e) The Tenant is entitled to all rent and other money paid or payable to the Landlord under the Existing Lease during the Term.

- (iii) with Government Agencies;
- (iv) in connection with the sub-division of the site of the Major Capital Works; and
- (v) with owners, occupiers, mortgagees and other persons having rights in respect of land adjoining or nearby the site of the Major Capital Works;
- (o) the provision of any guarantees or bonds in connection with the Major Capital Works;
- (p) the preparation, monitoring and revising of any financial information to be provided to the Landlord in relation to the Major Capital Works including budgets and any other reports;
- (q) all GST payable by the Tenant or Landlord on items included in this definition; and
- (r) all taxes (other than income tax, capital gains tax and GST), duties, imposts, fees and charges imposed by or payable to any Government Agency in connection with the Major Capital Works including taxes or duties on any bank account operated solely in relation to the Major Capital Works.

Despite any term of this Lease, a party may not recover an amount recoverable as a component of Total Project Costs more than once.

Trust means 10805 Brand Highway Cataby Western Australia Trust.

Valuer means a person who is:

- (a) a fellow or an associate, of not less than 7 years' standing, of the Australian Institute and active in the relevant market at the time of the valuer's appointment; and
- (b) has at least 7 years' experience as a valuer of the following, as the case may be:
 - (i) rents for similar types of premises to the Premises;
 - (ii) assets in the nature of the Tenant's Fixed Assets;
 - (iii) works of the nature of the Major Capital Works; or
 - (iv) valuation of properties in the nature of the Premises.

Variation of Lease has the meaning in clause 9.4(b).

WHS Laws means all:

- (a) Laws applicable to work health and safety in the State or territory in which the Premises are located; and
- (b) directions, notices, instructions, requirements or code of conduct requirements given or imposed by an Authority in relation to work health and safety that apply to the Premises and the Tenant's use of the Premises.

1.2 Interpretation

In this Lease the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this Lease;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, Government Agency, association, corporation or other body corporate;
 - (ii) a professional or other body or position in a professional body includes a successor or replacement to that body or position;

Term means the term of this Lease specified in Item 6 the Items Schedule.

Third Party means a person who is not the Landlord, the Tenant or any of their related bodies corporate.

Titles Office means the Government Agency in the State serving the purpose of a land registry office.

Total Project Cost includes, if applicable having regard to the nature of the Major Capital Works subject to an Agreed Major Capital Expenditure Proposal:

- (a) the construction costs for the relevant Major Capital Works;
- (b) the provision of office accommodation, equipment and consumables on the site of the Major Capital Works and the cost of preliminaries and site establishment;
- (c) the preparation of the site of the Major Capital Works to carry out any works including:
 - (i) the cost of the remediation of the site of the Major Capital Works;
 - (ii) the cost of demolishing and removing any improvements, structures, buildings, materials, fixtures and fittings from the site of the Major Capital Works; and
 - (iii) the cost of any other monitoring, surcharging, compacting, regrading or other civil or other works on the site of the Major Capital Works;
- (d) the subdivision and servicing of the site of the Major Capital Works;
- (e) the repair and remedy of defects to the works forming part of the Major Capital Works;
- (f) the provision of security to the site of the Major Capital Works;
- (g) the purchase, transport, storage and insurance of all materials, supplies and equipment;
- (h) the provision, maintenance and replacement of on-site equipment;
- (i) temporary works and facilities required to carry out the Major Capital Works;
- (j) the provision of the Tenant's employees to carry out elements of the Major Capital Works contemplated in this definition;
- (k) applying for and obtaining any necessary Authorisations including:
 - (i) the cost of fees, charges and contributions (whether in cash or in kind) payable to any Government Agency in relation to the Authorisations or the Major Capital Works;
 - (ii) the cost of obtaining any performance bonds or guarantees that any Government Agency may require the Tenant or Landlord to provide in respect of the Major Capital Works; and
 - (iii) the costs and expenses of the Tenant or Landlord in respect of any proceedings instituted by the Tenant as agent for the Landlord to obtain any Authorisation required for the Major Capital Works;
- (l) the reasonable cost of consultants engaged by the Tenant or Landlord in relation to the Major Capital Works including:
 - (i) surveyors including quantity surveyors;
 - (ii) acoustic, civil, environmental, fire, geotechnical, hydraulic, interior, landscape, mechanical, structural, traffic, wind and other engineers and consultants; and
 - (iii) project managers, valuers, accountants, auditors, lawyers, architects, auctioneers, interior designers, public relations and advertising consultants;
- (m) the reasonable costs of the Landlord's representatives attending the site of the Major Capital Works;
- (n) the negotiation, preparation, execution, stamping, registration, enforcement of and the consideration payable under any agreements or deeds including agreements or deeds:
 - (i) with consultants and contractors;
 - (ii) in connection with the Authorisations;

Tenant means the Tenant described in this Lease and specified in Item 2 of the Items Schedule and where the context permits:

- (a) its successors and permitted assigns;
- (b) if the Tenant is a natural person, its executors, administrators and permitted assigns.

Tenant Acquisition Right means:

- (a) the Tenant's right to purchase Fuel Equipment under clause 20;
- (b) the Tenant's right to purchase the Premises under clause 21;
- (c) the Tenant's first right of refusal to lease the Premises under clause 17.6; and
- (d) the Tenant's first right of refusal to purchase the Premises under clause 22.

Tenant Group means the Tenant and the Affiliates of the Tenant.

Tenant's Call Option means a call option to purchase the Premises granted under clause 21.1.

Tenant's Call Option Notice means a notice substantially in the form of the notice set out in Schedule 4.

Tenant's Call Option Sale Contract means a contract for sale of the Premises on the following terms:

- (a) specifying the payment of the Deposit;
- (b) specifying a completion date which is 50 Business Days after the date of the Tenant's Call Option Sale Contract extended if necessary in accordance with the provisions of the Sale Contract Terms;
- (c) incorporating the Sale Contract Terms with any changes that are necessary having regard to the Premises being sold (including the environmental condition of the Premises) or any changes as a result of a change in the Standard State Sale Contract or as a result of a change in Law;
- (d) otherwise on the terms of the Standard State Sale Contract; and
- (e) including any associated or prescribed documents or statements required by Law to be attached to the Tenant's Call Option Sale Contract or served with the Tenant's Call Option Sale Contract.

Tenant's Call Option Trigger Event means the Landlord suffering an Insolvency Event described in paragraphs (a), (b), (c), (d), (e), (f), (g), (i) and (l) of the definition of Insolvency Event.

Tenant's Fixed Assets means structures, plant, equipment and other fixed items on the Premises owned by the Tenant, and includes the Fuel Equipment except to the extent not otherwise comprising the Landlord's Property.

Tenant's Fixed Asset List means a list of the Tenant's Fixed Assets as at the date of the Landlord's Call Option Trigger Event.

Tenant's Lease ROFR means the right of first refusal granted in clause 17.6.

Tenant's Obligations means the covenants and agreements contained or implied in this Lease to be observed and performed by the Tenant.

Tenant's Property includes:

- (a) Tenant's Fixed Assets;
- (b) any other fixtures, plant, equipment, furniture, fittings, improvements and other items installed or constructed in, on or under the Premises by or on behalf of the Tenant but excluding items which the Tenant is required to install or construct in accordance with the Tenant's obligations under this Lease; and
- (c) any other articles, chattels or property of all kinds which are at any time at the Premises which are not owned by the Landlord including any items branded with the Tenant's name or details or otherwise covered by an intellectual property licence entered into by the Tenant.

(b) taxes (other than income and capital gains tax), imposts, deductions, charges, assessments, duties and fees, whether municipal, local government, parliamentary or otherwise, which at any time during the Term are charged upon, imposed or levied by any Government Agency in respect of the Premises or against the Landlord or Tenant in respect of the Premises;

(c) if not effected by the Tenant, the insurances described in clause 10,

but, for the avoidance of doubt, excludes the Excluded Outgoings.

Percentage Increase means the percentage specified in Item 9(b) of the Items Schedule.

Percentage Review Date means each of the dates specified in Item 9(a) of the Items Schedule.

Permitted Use means the use of the Premises specified in Item 11 of the Items Schedule.

PPS Act means the *Personal Property Securities Act 2009* (Cth).

PPS Regulations means regulations made at any time under the PPS Act.

Premises means the Land and the Landlord's Property.

Premises Purchase Price means the amount agreed or determined in accordance with clause 21.8.

Purchaser means the Tenant or the Tenant's Nominee under the Tenant's Call Option Notice or the Disposal ROFR Reply Notice, as applicable.

Relevant Act means the *Property Law Act 1969* (WA) and the *Transfer of Land Act 1893* (WA).

Remediation Option Lease has the meaning given in clause 18.5(a).

Rent means the amount specified in Item 8 of the Items Schedule.

Requirement includes a requirement, notice, order, direction, recommendation, stipulation or similar notification received from or given by a Government Agency or under a Law, whether in writing or otherwise and regardless of to whom it is addressed or directed.

ROFR Lease means a lease in the form of this Lease, amended in accordance with the Material Terms.

Sale Contract Terms means the terms attached in Schedule 5, as amended with the agreement of the parties from time to time.

Security Interest means any security arrangement (including a security interest as defined in the PPS Act, a mortgage, bill of sale, charge, lien, pledge, trust, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect) which secures payment of money, performance of obligations or protection against default. It also includes any agreement to create any such security arrangement or allow any such security arrangement to exist.

Services includes gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air-conditioning, lifts and security services or systems forming part of or servicing the Premises.

Site Management Plan means the site management plan in respect of the Premises contained in Schedule 9.

Standard State Sale Contract means the printed conditions of sale issued by the law society, real estate agents institute or similar body in the State, which conditions are commonly incorporated into contracts for the sale of land in the relevant State at the time of preparation of the relevant contract.

State means the state or territory in which the Land is located.

Subleases means any leases or licences granted to third parties to occupy part of the Premises.

Subtenants means any third parties holding a lease or licence to occupy the whole or any part of the Premises.

Subtenant's Property includes any fixture, plant, machinery, equipment, furniture, fittings and other property in the Premises owned by a Subtenant.

program, cash flow analysis, program for payment for the Major Capital Works, form of procurement, delegations and authorities to sign on behalf of the Landlord.

Major Capital Works means any structural and/ or capital works, the cost of which would, in aggregate, exceed the Major Capital Works Threshold, to the extent that such structural and/ or capital works would not otherwise be the Tenant's responsibility or obligation under this Lease.

Major Capital Works Threshold means \$250,000, increased on each anniversary of the Initial Commencement Date in accordance with the following formula:

$$T = \frac{A \times B}{C}$$

Where:

- T = the Major Capital Works Threshold after the relevant anniversary;
A = the Major Capital Works Threshold before the relevant anniversary;
B = the Index Number last published before the relevant anniversary; and
C = the Index Number last published before the immediately prior anniversary.

Market Review means a review of the Rent in accordance with clause 5.2.

Market Review Date means each of the dates specified in Item 10 of the Items Schedule.

Material Terms means:

- (a) in respect of any Disposal of the Premises (or part of the Premises):
- (i) the purchase price;
 - (ii) the deposit (if any) payable under the relevant contract, which must not exceed 10% of the purchase price;
 - (iii) the completion date under the relevant contract;
 - (iv) if applicable, the details of the part of the Premises being sold;
 - (v) if available, the proposed terms and conditions of sale contract or any Standard State Sale Contract being used or otherwise any other conditions or terms of a material nature which in the event of the Disposal of the Premises (or part), the Landlord requires as a term of the sale contract; and
 - (vi) the proposed terms of any environmental indemnity; and
- (b) in respect of a new lease of the Premises:
- (i) the rent and other payments to be made under the lease;
 - (ii) the term of the lease;
 - (iii) the proposed commencement date; and
 - (iv) the proposed terms of any environmental indemnity.

New Lease has the meaning given in clause 17.5.

Nominee means the nominee, if any, appointed by a party at the time of exercising the Landlord's Call Option or a Tenant Acquisition Right, as the case may be and, in the case of the Tenant's Lease ROFR, must be an Affiliate of the Tenant.

Non-Defaulting Party means, at the time a party is a Defaulting Party in respect of an obligation, the other party.

Offer to Lease has the meaning given in clause 17.5.

Option Notice has the same meaning as in clause 16.1(a)(i).

Option Term means the terms specified in Item 7 of the Items Schedule.

Outgoings means all amounts properly and reasonably incurred, which have been paid or are payable by the Landlord in respect of the Premises and includes:

- (a) all rates, land tax (as charged even if on multi-holding basis)(not applicable if recovery is prohibited by Law) and any other charges imposed by any Government Agency;

- (b) the Tenant failing to exercise an option to renew this Lease for an Option Term, the Tenant withdrawing an exercise of an option to renew such Lease for an Option Term, in accordance with clause 5.2(h); and
- (c) the date which is 80 Business Days before the expiry of the Lease where the Tenant has no further option to renew the Lease for a further term and the parties have not agreed to enter into a further Lease pursuant to clause 17.5.

Landlord's Goods means all Landlord's Property which is 'personal property' (as defined in the PPS Act).

Landlord's Property means the improvements, plant, equipment and other items on or in the Premises (including the fuel storage tanks and lines) which are owned by the Landlord.

Landlord's Security Interest means a 'security interest' (as defined in the PPS Act) of the Landlord in the Landlord's Goods which arises by virtue of this Lease or any related document.

Law includes constitutional provisions, treaties, decrees, conventions, statutes, regulations, ordinances or by-laws of any Government Agency.

Lease means the lease or tenancy that exists between the Landlord and the Tenant in relation to the Premises (of whatever nature and whether at law or in equity) as evidenced in whole or in part by this Lease.

Lease ROFR Notice means a notice given in accordance with clause 17.6(b), substantially in the form of notice set out in Schedule 1.

Lease ROFR Reply Notice means a notice given in accordance with clause 17.6(c), substantially in the form of notice set out in Schedule 2.

Lease Year means a 12 month period, commencing on the Commencement Date and ending on the day before the expiry of the Commencement Date and then commencing on each anniversary of the Commencement Date and ending on the day before the subsequent anniversary of the Commencement Date.

Loss or Losses means all losses, liabilities, damages, costs, expenses (including reasonable legal and other professional fees and expenses), charges, fines, penalties and payments, but excluding Indirect Losses.

Major Capital Expenditure Proposal means a proposal to undertake Major Capital Works which may include the following:

- (a) a detailed description of the Major Capital Works including any available preliminary plans and specifications of the Major Capital Works;
- (b) an estimated independent budget analysis of the Major Capital Works or, if there is no independent budget available, an indicative costing for each element of the Major Capital Works program including the amount of any contingencies;
- (c) a preliminary design brief and timetable for undertaking the Major Capital Works;
- (d) the Tenant's proposal as to how the cost of the Major Capital Works would be recovered by the Landlord by way of an increase in the Rent payable by the Tenant setting out:
 - (i) the estimated Total Project Cost;
 - (ii) the estimated increase in the value of the Premises after the Major Capital Works have been completed;
 - (iii) the proposed increase in the Rent; and
 - (iv) the proposed period over which the Rent would be increased including any relevant ramp up period;
- (e) the Tenant's proposal for insurances to be effected in relation to the Major Capital Works;
- (f) the Tenant's proposal as to whether any fixed assets will be Tenant's Fixed Assets, at the Tenant's cost, on completion of the Major Capital Works; and
- (g) the Tenant's proposal in relation to the delivery process for the Major Capital Works including the party or parties who will carry out the Major Capital Works, proposed

Insolvency Event means the occurrence of any one or more of the following events in relation to any person:

- (a) an order is made that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator is appointed to it under the Corporations Act ss 436A, 436B or 436C;
- (d) a Controller (as defined in the Corporations Act s 9) is appointed to it or any of its assets or the assets of the Trust;
- (e) a receiver is appointed to it or any of its assets or the assets of the Trust;
- (f) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- (g) it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable law (including under the Corporations Act ss 459C(2) or 585)) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;
- (h) it is taken to have failed to comply with a statutory demand as a result of the Corporations Act s 459F(1);
- (i) a notice is issued under the Corporations Act ss 601AA or 601AB and not withdrawn or dismissed within 21 days;
- (j) a writ of execution is levied against it or its property which is not dismissed within 21 days;
- (k) it ceases to carry on business or threatens to do so; or
- (l) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.

Invitees means any agent, employee, contractor, subcontractor, licensee or invitee of a party and, in the case of the Tenant, includes a Subtenant.

Items Schedule means the Information Table in this Lease.

Land means the land described in Item 3 of the Items Schedule.

Landlord means the Landlord described in this Lease and specified in Item 2 of the Items Schedule and, where the context permits, includes:

- (a) its successors and assigns;
- (b) if the Landlord is a natural person, its executors, administrators and assigns; and
- (c) its Invitees.

Landlord's Call Option means the call option granted under clause 19 to purchase the Tenant's Fixed Assets, excluding any Tenant's Fixed Assets which the Tenant is required to remove or retain ownership of in order to comply with its obligations under clause 18.

Landlord's Call Option Notice means a notice given in accordance with clause 19.5 substantially in the form set out in Schedule 3.

Landlord's Call Option Sale Contract means an agreement for the sale of the Tenant's Fixed Assets on the following terms:

- (a) specifying the payment of the Deposit;
- (b) specifying a completion date which is 50 Business Days after the date of the contract;
- (c) specifying that on completion of the contract the Lease terminates with effect from completion of the contract and neither the Landlord nor the Tenant shall have any claim against the other (except in relation to any pre-existing breach); and
- (d) otherwise on the terms of the Tenant's then current standard contract for sale of assets.

Landlord's Call Option Trigger Event means each of the following:

- (a) the Landlord validly terminating this Lease;

Financial Year means the period commencing on 1 July in any year and ending on 30 June in the following year.

Fuel Equipment means any fixture, fitting, plant, machinery or equipment installed in, on or under the Premises from time to time, including any:

- (a) tank or transmission line, whether located above or below ground;
- (b) electrical cables required to operate the Fuel Equipment, whether located above or below ground;
- (c) bowser;
- (d) pump; and
- (e) hose,

and that is used, or designed or intended to be used, at the Premises for:

- (f) storing motor fuel or LPG;
- (g) transferring motor fuel or LPG from any place where it is stored to any other place, or from place to place; or
- (h) dispensing motor fuel or LPG.

Government Agency means any government or any government, semi government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

GST means a goods and services tax, or a similar value added tax, levied or imposed under the GST Law.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Index Number means:

- (a) Consumer Price Index: the All Groups Consumer Price Index weighted average of eight capital cities published from time to time by the Australian Bureau of Statistics; or
- (b) other cost of living index: if the All Groups Consumer Price Index weighted average of eight capital cities is discontinued, the index published by the Australian Bureau of Statistics which reflects changes in the cost of living in Australia at the date of discontinuance of the index as determined by:
 - (i) agreement between the parties; or
 - (ii) if the parties are unable to agree, the president of the Australian Institute, or his nominee, whose decision is conclusive and binding.

Indirect Losses means losses, liabilities, damages, costs, expenses, charges, fines, penalties and payments of any kind to the extent they are indirect or consequential including any:

- (a) loss of business revenue;
- (b) overhead costs;
- (c) loss or diminution of goodwill;
- (d) loss of opportunity;
- (e) damage to reputation;
- (f) loss of customers;
- (g) loss of profit;
- (h) failure to realise expected profits or savings, in all cases whether arising under contract, in tort (including negligence), at law or in equity.

Initial Commencement Date means the commencement date of the first Lease under which the Tenant leased the Premises.

Control means, with respect to any person, the possession, directly or indirectly (including through any number of interposed persons), of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise and Controlled has a corresponding meaning.

Controller has the meaning given in the Corporations Act.

Corporations Act means *Corporations Act 2001* (Cth).

Current Market Rent means the effective current annual open market rental value of the Premises based on a lease between a willing landlord and a willing tenant granted with vacant possession and on the same terms as this Lease, except where determining Rent in accordance with the terms of clause 5.2, where regard shall also be had to the criteria listed in clause 5.2(e).

Current Market Value means the current open market sale value of the:

- (a) Tenant's Fixed Assets; or
- (b) the Premises,

as the case may be, based on a sale between a willing seller and a willing purchaser.

Damage Date means the date on which the Premises became inaccessible or wholly or substantially unfit for occupation and use by the Tenant or Subtenant (as relevant) as described in clause 11.2.

Date for Completion of the Rebuilding means the date which is 24 months after the Damage Date.

Defaulting Party means a party which is in default of an obligation under this Lease.

Deposit means:

- (a) in respect of the Landlord's Call Option Sale Contract, the deposit payable under the Landlord's Call Option Sale Contract, being no more than 5% of the Asset Purchase Price; and
- (b) in respect of the Tenant's Call Option Sale Contract, the deposit payable under the Tenant's Call Option Sale Contract, being no more than 5% of the Premises Purchase Price.

Disposal means any sale, transfer, assignment, surrender, declaration of itself as trustee over or any other disposal of any right, title or interest in the Premises and Dispose has a corresponding meaning.

Disposal ROFR Notice means a notice given in accordance with clause 22.1, substantially in the form of Schedule 6.

Disposal ROFR Reply Notice means a notice given in accordance with clause 22.2, substantially in the form of Schedule 7.

Disposal ROFR Sale Contract means the form of contract that the Landlord is offering to a Third Party purchaser to purchase the Premises excluding any provision regarding the sale being subject to the Lease.

Environmental Law means all State and Commonwealth Laws and other subsidiary legislation which deal with Contamination and environmental matters.

Excluded Outgoings means the outgoings specified in clause 6.2.

Existing Lease refers to registered lease K286434 between the Lessor and Existing Tenant over part of the Premises.

Existing Tenant refers to the tenant under the Existing Lease, being Telstra Corporation Limited.

Expert means an expert with 10 years current and continuous standing in the expert's profession at the date of appointment with experience in the conduct of expert determination proceedings in similar matters to the matter to be determined.

Expiry Date means the date of expiry of the Term specified in Item 5 of the Items Schedule.

Financial Market has the meaning given in the Corporations Act.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Affiliate means in respect of a person (the First Person), any other person which directly or indirectly through one or more intermediaries:

- (a) Controls the First Person;
- (b) is Controlled by the First Person; or
- (c) is under common Control with the First Person.

Agreed Major Capital Expenditure Proposal has the meaning given to that term in clause 9.2(b).

Asset Purchase Price means the amount determined in accordance with clause 19.8.

Australian Institute means the Australian Property Institute Inc - State Division in which the Premises are located or its successor or other organisation replacing it.

Australian Standards means standards, specifications, procedures and guidelines published by Standards Australia from time to time.

Authorisations include:

- (a) an authorisation, consent, agreement, notice of non-objection, notarisation, certificate, licence, approval, permit, authority, permission, notification, application, filing, registration, lodgement, resolution, direction, declaration or exemption from, by or with a Government Agency; and
- (b) in relation to anything which a Government Agency may prohibit or restrict within a specific period, the expiry of that period without intervention or action.

Authority means:

- (a) the Commonwealth government or any government of any State or Territory of Australia;
- (b) any administrative body, governmental body, fiscal or judicial body, tribunal, commission, department, agency or other entity of any government referred to in paragraph (a); or
- (c) local government authority or other entity that is authorised by Act of Parliament to exercise a power (but is only considered to be an Authority to the extent of that power).

Building Code of Australia means the technical requirements for design and construction of buildings and other structures, produced and maintained by the Australian Building Codes Board from time to time.

Business Day means a day excluding Saturdays, Sundays and public holidays in the State (whether declared by the Australian government, State government or declaration of other Government Agency).

Claim means any cost, claim, expense, loss, damages, demand or liability of any kind.

Commencement Date means the commencement date of this Lease specified in Item 4 of the Items Schedule.

Condition Report has the meaning in clause 9.9(c).

Contamination means the presence in, on or under land, air or water of a substance (whether a solid, liquid or gas) at a concentration or level above the concentration or level at which the substance or matter is normally present in, on or under (respectively) land, air or water in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment.

- (b) second Option Term
term: 5 years
commencement date: 3 April 2039
expiry date: 2 April 2045
- (c) third Option Term
term: 5 years
commencement date: 3 April 2044
expiry date: 2 April 2049
- (d) fourth Option Term
term: 5 years
commencement date: 3 April 2049
expiry date: 2 April 2054

Item 8

Rent

\$297,500 per annum, exclusive of GST.

Item 9

Percentage Review

- (a) Percentage Review Dates

Each anniversary of the Commencement Date other than a Market Review Date.

- (b) Percentage Increase

3%

Item 10

Market Review Dates

On the commencement date of each Option Term

Item 11

Permitted Use

Storage, distribution and sale (retail and wholesale) of fuel and associated products, vehicle parking, office, warehouse, convenience store, café, restaurant, associated uses and any other uses permitted by Law.

Item 12

Amount of Public Risk Insurance

\$20 million.

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Information table

Date 28 March 2019

Parties

Name **Liberty Oil Land Pty Ltd**
ABN 59 117 759 083
Short form name **Landlord**
Notice details 381 Tooronga Road, Hawthorn East, Victoria 3123
Email: acossen@libertyoil.com.au
Attention: Andrew Cossen

Name **Liberty Oil Property Pty Ltd**
ABN 96 601 789 324
Short form name **Tenant**
Notice details 381 Tooronga Road, Hawthorn East, Victoria 3123
Email: pedmends@libertyoil.com.au & acossen@libertyoil.com.au
Attention: Paul Edmends / Andrew Cossen

Items

- Item 1** **Landlord**
Liberty Oil Land Pty Ltd ACN 117 759 083
- Item 2** **Tenant**
Liberty Oil Property Pty Ltd ACN 601 789 324
- Item 3** **Land**
The whole of the land contained in Lot 100 on Diagram 66700 (Certificate of Title Volume 1700 Folio 772) and known as 10805 Brand Highway, Cataby, Western Australia
- Item 4** **Commencement Date**
3 April 2019
- Item 5** **Expiry Date**
2 April 2034
- Item 6** **Term**
15 years
- Item 7** **Option to Renew**
4 Option Terms of 5 years each
(a) first Option Term
term: 5 years
commencement date: 3 April 2034
expiry date: 2 April 2039

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Lease

10805 Brand Highway, Cataby, Western Australia

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Lease

10805 Brand Highway, Cataby, Western
Australia

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Liberty Oil Land Pty Ltd (**Landlord**)
Liberty Oil Property Pty Ltd (**Tenant**)

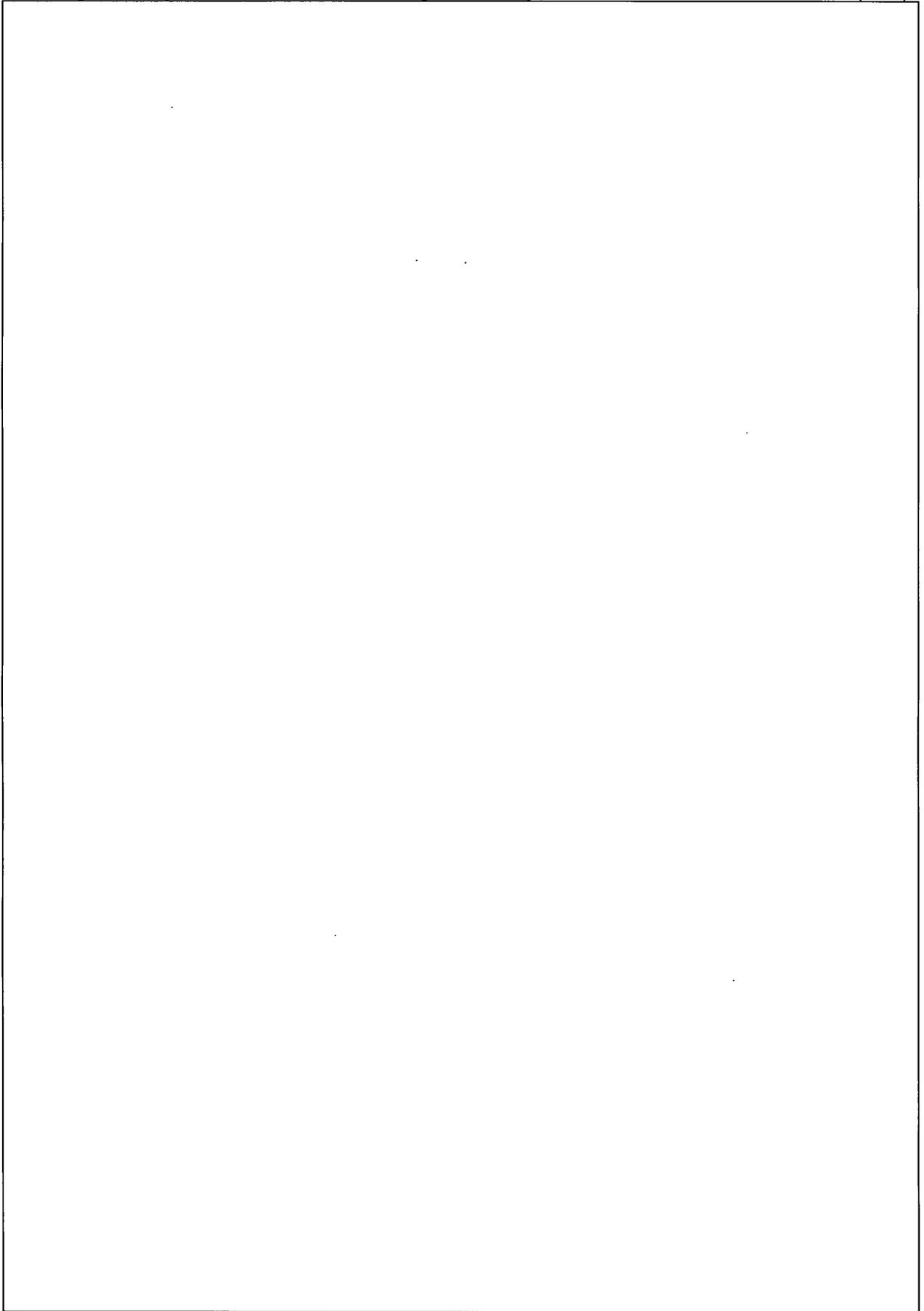
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Level 22 Waterfront Place 1 Eagle Street
Brisbane Qld 4000 Australia DX 102 Brisbane
T +61 7 3119 6000 F +61 7 3119 1000
minterellison.com

ME_158537766_3

MinterEllison

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)



ME_158537766_3

FORM L1

FORM APPROVAL
No. B7570

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

LEASE

DESCRIPTION OF LAND (Note 1)

Lot 100 on Diagram 66700

EXTENT

Whole

VOLUME

1700

FOLIO

772

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 2)

Except and reserving metals, minerals, gems and mineral oil specified in Transfer 5861/1958; Except and reserving metals, minerals, gems and mineral oil specified in Transfer 27832/1963; Lease K286434; Memorial L709120

ESTATE AND INTEREST

Fee Simple

LESSOR (Note 3)

Liberty Oil Land Pty Ltd ACN 117 759 083 of 381 Tooronga Road, HAWTHORN EAST VIC 3123

LESSEE (Note 4)

Liberty Oil Property Pty Ltd ACN 601 789 324 of 381 Tooronga Road, HAWTHORN EAST VIC 3123

TERM OF LEASE (Note 5)

15 years together with 4 options to renew for a further term of 5 years each

Commencing from the third day of April 2019

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 yearly rental of (Note 8) – See Item 8 of the Lease
payable (Note 8) – See Clause 3 of the Lease

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.

ME_158537766_3



Requisition Notice

Section 192 of the Transfer of Land Act

Your Ref: 7166024
Our Ref: O120470
Enquiries: Prisca D'Costa
Telephone: 9273 0920
Facsimile: 9273 7633

13 May 2019

JACKSON MCDONALD SERVICES PTY LTD
LVL 17 225 St Georges Terrace
Perth, WA 6000

Facsimile:
Email:
Delivered by: Fax

Dear Sir/Madam

Requisition Notice

Registration of the document(s) referenced cannot be affected until all requisitions listed below are complied with and the fee payable is received. A time limit of **21 days** applies from the date stated above after which all documents may be rejected.

It is generally not necessary to attend Landgate in person to make corrections to requisitioned documents however, if an appointment is necessary, please contact Landgate using the contact details above.

Doc. No	Description	Req. Fee
O120472	Lease K286434 to Telstra Corporation Ltd registered against certificate of title Volume 1700 Folio 772 must be surrendered before lodging Lease O120472. If a surrender is being lodged re-time clocking of Lease O120472 will be required to coincide with the Surrender. Spoke to Daniel	85.60

Requisition Sub Total \$	85.60
Additional Fee \$	0
TOTAL FEE Payable \$	85.60

Sincerely,

JEAN VILLANI
REGISTRAR OF TITLES

Requisitions may be attended to by:

1. Directly using the contact details provided above.
2. The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
3. Post to Landgate, Registrations, P O Box 2222, Midland WA 6936.
4. **For further information regarding this requisition notice please liaise with the Contact Person as shown above.**

Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles. Unless these requisitions are complied with, the documents will be rejected. Documents may be withdrawn from registration, a withdrawal fee is applicable per document. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.

*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment or provision of credit card payment authority.



PAYMENT OPTIONS

BY CREDIT CARD: Any credit card payments to be made to our customer services team on 92737373

IN PERSON: Landgate, 1 Midland Square, Midland.
or
Perth Branch Office, QBE Building,
200 St Georges Terrace, Perth.

BY POST: PO Box 2222, Midland WA 6936 or DX 88
(Cheques or money orders to be made payable to Landgate.)

BY FAX: 9273 7633

DEALING NO: 0120470

CONTACT PERSON: Prisca D'Costa

YOUR REFERENCE: 7166024

COMPLETE THIS SECTION IF PAYING BY EBIS ACCOUNT (BY FAX)

EBIS Account Number

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Western Australian Land Information
Authority Office Use Only

Order No: _____

EBIS Company Name:

Amount: **Fax Requisition Fee \$** _____ **Additional Fees \$** _____ **Total \$** _____

I hereby authorise the Western Australian Land Information Authority to debit the above EBIS account:
(Signature of person authorising payment)

Name of person authorising payment:
(Please Print Name)

Contact Phone No:

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 words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. **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 this document relates to only part of the land comprised in the Certificate of Title further narrative or graphic description may be necessary. The volume and folio number to be stated.
2. **REGISTERED PROPRIETOR**
State full name and address of the Registered Proprietors as shown on the Certificate of Title and the address / addresses to which future notices can be sent.
3. **INFORMATION CONCERNING SITE CLASSIFICATION**
Include information concerning site classification as either: contaminated - restricted use, contamination - remediation required, remediated for restricted use or possibly contaminated - investigation required.
4. **CHIEF EXECUTIVE OFFICER'S ATTESTATION**
This document must be signed by or on behalf of the Chief Executive Officer, Department of Environment and Conservation under Section 91 of Contaminated Sites Act 2003. An Adult Person should witness this signature. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

L709120 ML

16 Aug 2011 13:12:54 Perth



REG \$ 160.00



**MEMORIAL
CONTAMINATED SITES ACT 2003**

LODGED BY
Department of Environment and Conservation

ADDRESS
Level 4, 168 St Georges Terrace
Perth, WA 6842

PHONE No. 1300 762 982

FAX No. (08) 9333 7575

REFERENCE No. 23896

ISSUING BOX No. 888V

PREPARED BY
Contaminated Sites Section
Department of Environment and Conservation

ADDRESS
Level 4, 168 St Georges Terrace
Perth, WA 6842

PHONE No. 1300 762 982 FAX No. (08) 9333 7575

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

5/10

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

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2. _____		Nos. <input type="checkbox"/>
3. _____		
4. _____		
5. _____		
6. _____		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 in the Register.



APPROVAL NUMBER

DEPARTMENT OF ENVIRONMENT AND
CONSERVATION
Client ID 4325

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

MEMORIAL

CONTAMINATED SITES ACT 2003

SECTION 58(1) (a) (i) (l) (ll) (lll) (lv)

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
LOT 100 ON DIAGRAM 66700	Whole	1700	772

REGISTERED PROPRIETOR (Note 2)

MUNDENA HOLDINGS PTY LTD OF POST OFFICE BOX 47, DANDARAGAN

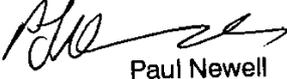
INFORMATION CONCERNING SITE CLASSIFICATION (Note 3)

Under the Contaminated Sites Act 2003, this site has been classified as "possibly contaminated - investigation required". For further information on the contamination status of this site, please contact the Contaminated Sites Branch of the Department of Environment & Conservation.

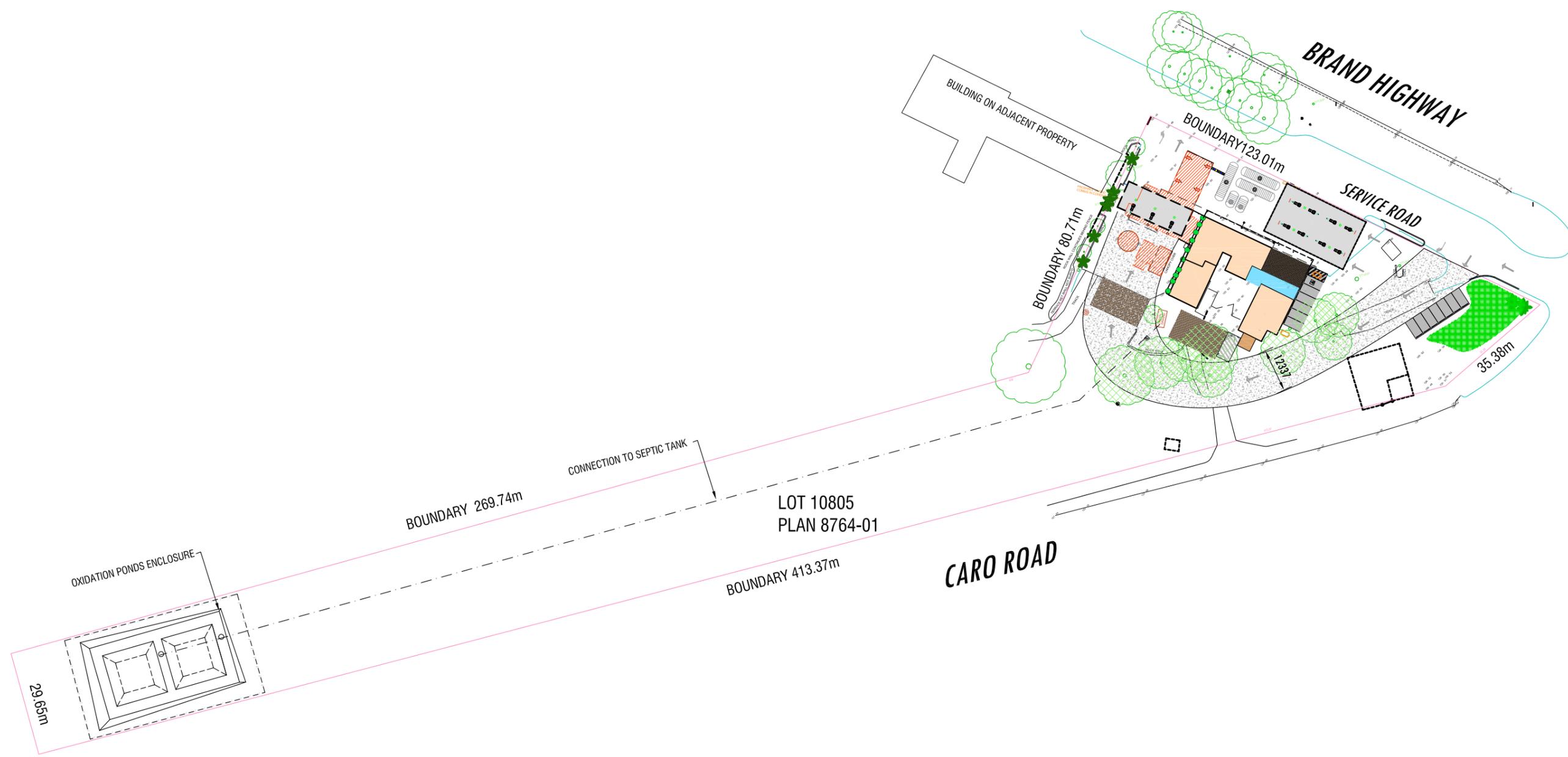
009

Dated this Twenty-ninth day of July Year 2011

CHIEF EXECUTIVE OFFICER'S ATTESTATION (Note 4)

 Paul Newell A/SECTION MANAGER	 SIGNATURE OF WITNESS
DELEGATE OF THE CHIEF EXECUTIVE OFFICER DEPARTMENT OF ENVIRONMENT AND CONSERVATION UNDER SECTION 91 OF THE CONTAMINATED SITES ACT 2003	FULL NAME: Triin-Liis Harma ADDRESS: 168 St Georges Tce PERTH WA 6000 OCCUPATION: Data Management Officer

Appendix 4 Development Plans



PROPOSED SITE PLAN- FULL EXTENT
SCALE 1:500

REV	BY	AMENDMENT	DATE
A	MK	ISSUED FOR PLANNING APPROVAL	15/07/2019
B	MK	RE-ISSUED FOR PLANNING APPROVAL	16/09/2019

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DRAWING NAME: PROPOSED SITE PLAN - FULL EXTENT	
DRAWING No: A101	REVISION No: B



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LEGEND:

-  DENOTES EXISTING TREES TO BE REMOVED
-  DENOTES EXISTING CONCRETE LEVELS
-  DENOTES INDICATIVE LANDSCAPING
-  DENOTES EXISTING BUILDINGS AND STRUCTURES TO BE DEMOLISHED



NEW 10m PYLON SIGN

EXISTING UNDERGROUND TANKS AND FUEL POINT TO REMAIN

EXISTING CAR CANOPY TO BE DEMOLISHED

RELOCATE EXISTING TRUCK FUELLING TO NEW CANOPY

PROPOSED NEW TRUCK CANOPY OVER NEW CONCRETE FORECOURT

VEHICLE LENGTH MARKING ON GROUND

EXISTING BUILDING AND STRUCTURES TO BE DEMOLISHED

PROPOSED NEW GRAVEL ROAD

RELOCATE EXISTING ACCOMMODATION BUILDING

EXISTING SEPTIC TANK

EXISTING WATER BORE HOLE

EXISTING MONITORING EQUIPMENT

PROPOSED SITE PLAN

SCALE 1:500

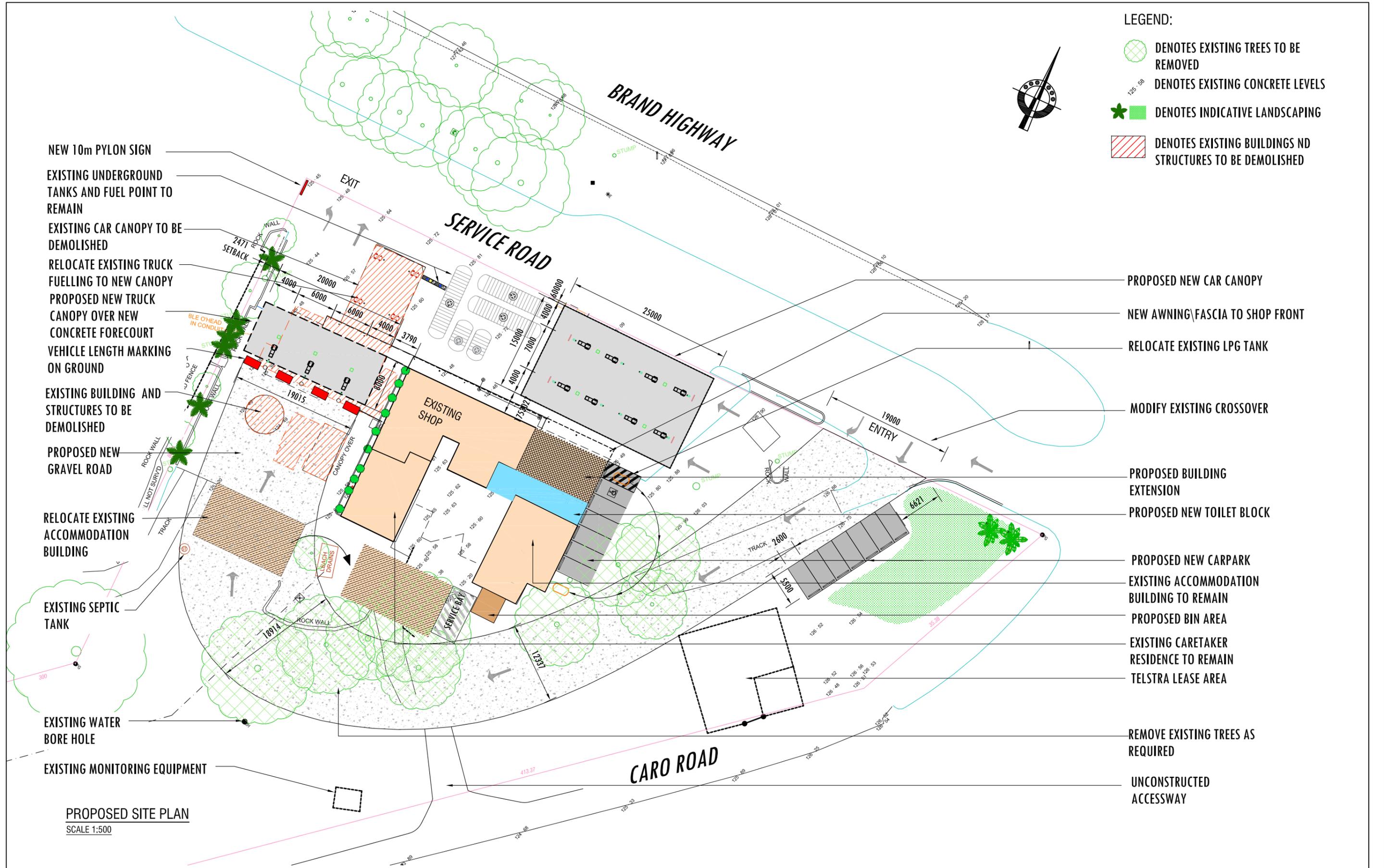
BRAND HIGHWAY

SERVICE ROAD

CARO ROAD

EXISTING SHOP

ENTRY



PROPOSED NEW CAR CANOPY

NEW AWNING/FASCIA TO SHOP FRONT

RELOCATE EXISTING LPG TANK

MODIFY EXISTING CROSSOVER

PROPOSED BUILDING EXTENSION

PROPOSED NEW TOILET BLOCK

PROPOSED NEW CARPARK
EXISTING ACCOMMODATION BUILDING TO REMAIN

PROPOSED BIN AREA

EXISTING CARETAKER RESIDENCE TO REMAIN

TELSTRA LEASE AREA

REMOVE EXISTING TREES AS REQUIRED

UNCONSTRUCTED ACCESSWAY

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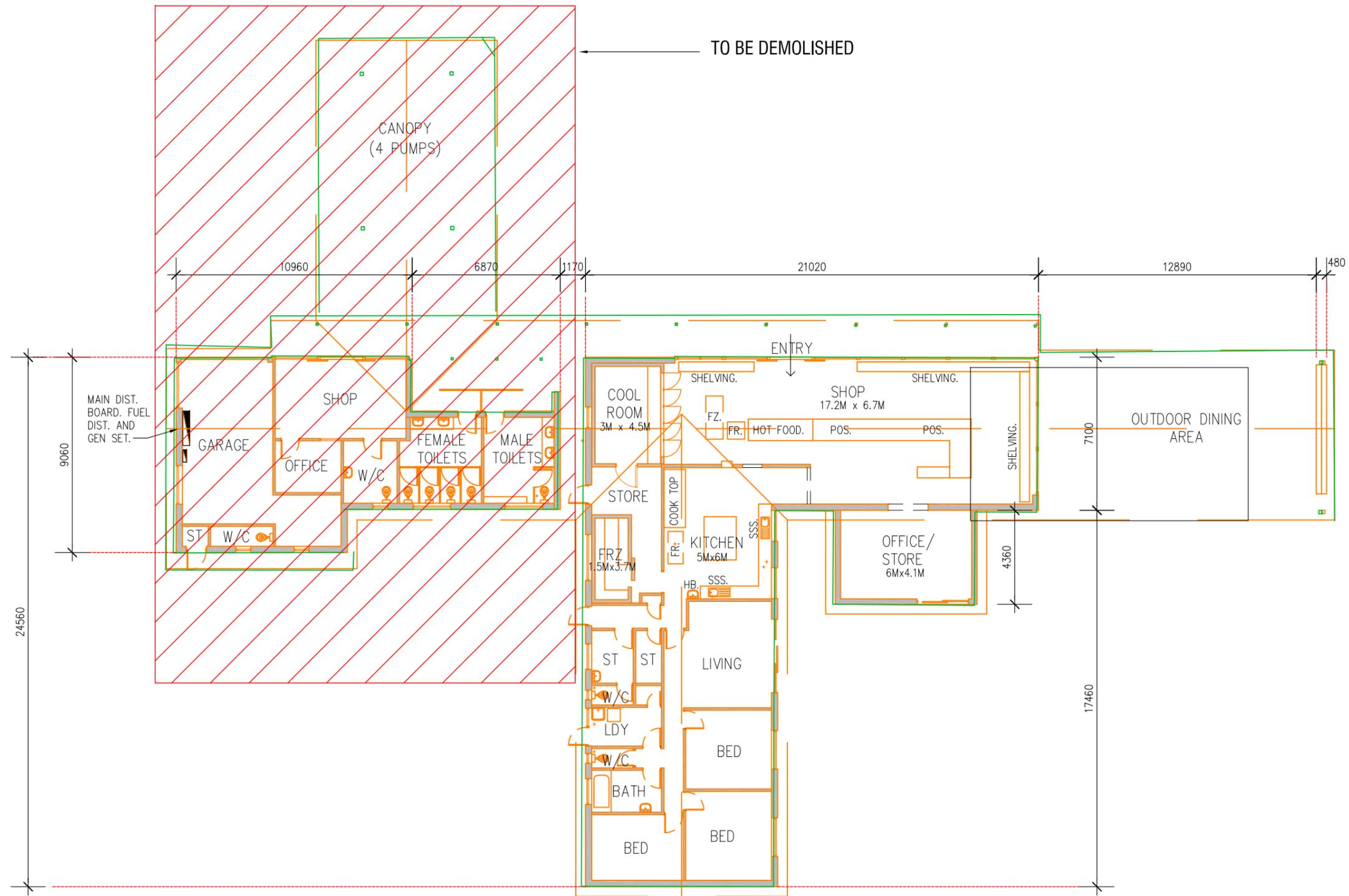
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EXISTING FLOOR PLAN
SCALE 1:200

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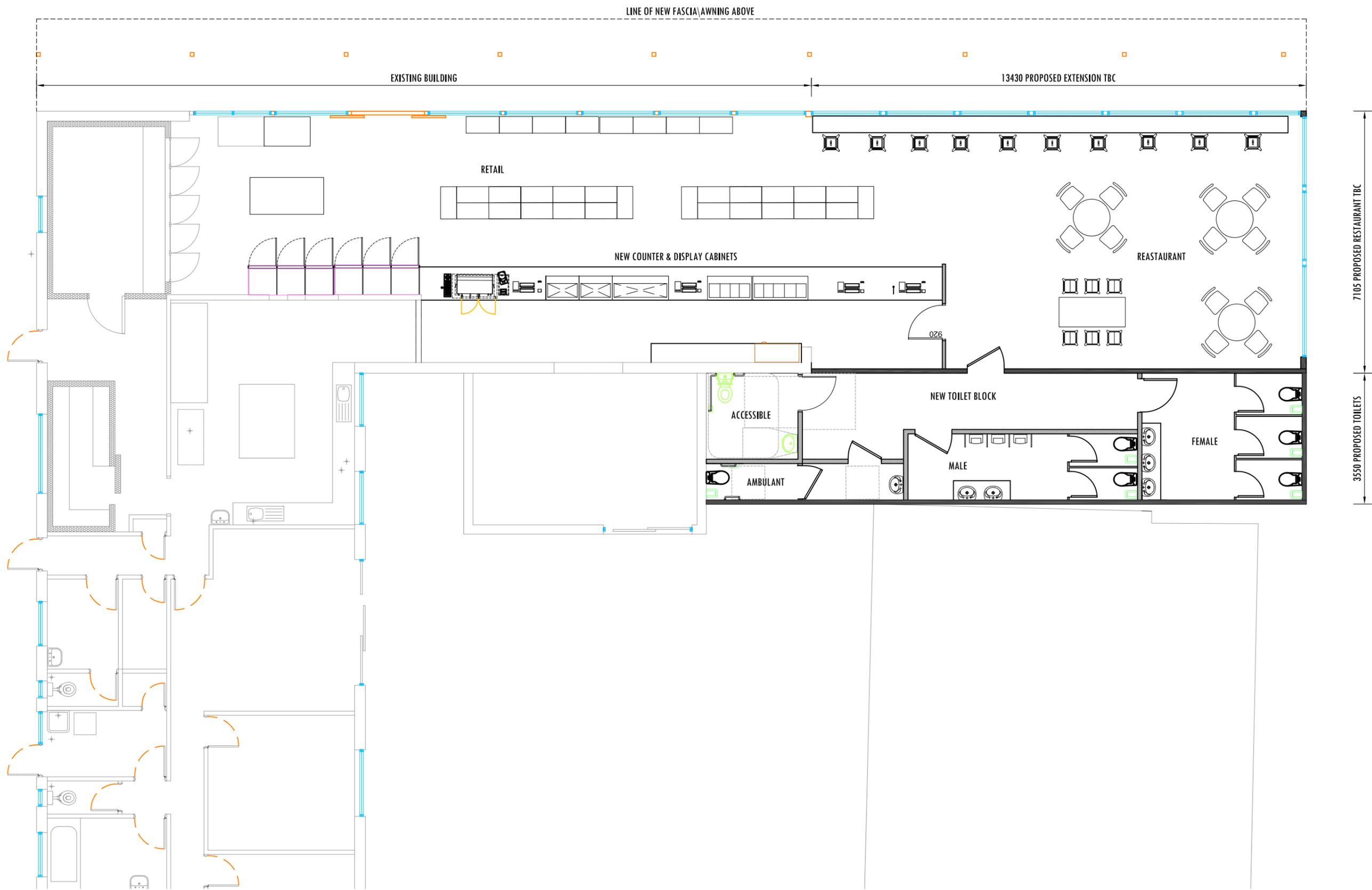
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PROPOSED FLOOR PLAN

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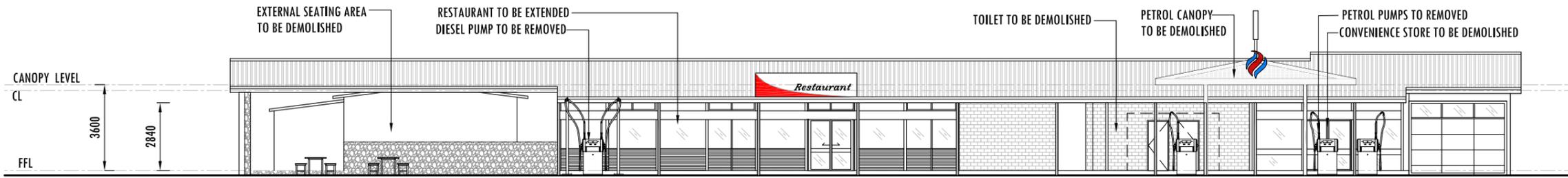
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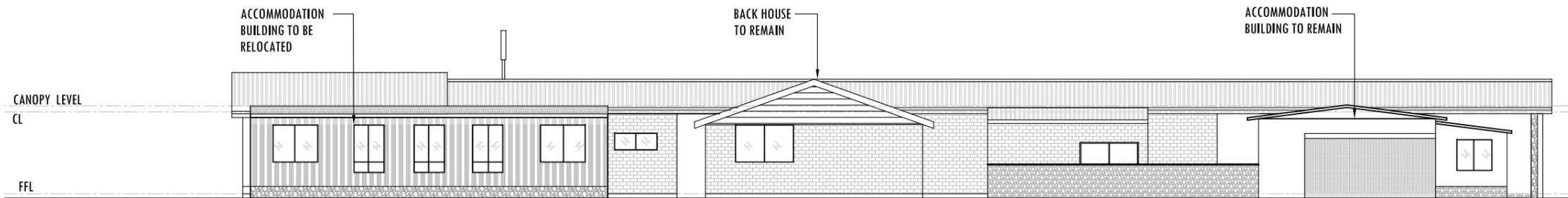
NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION

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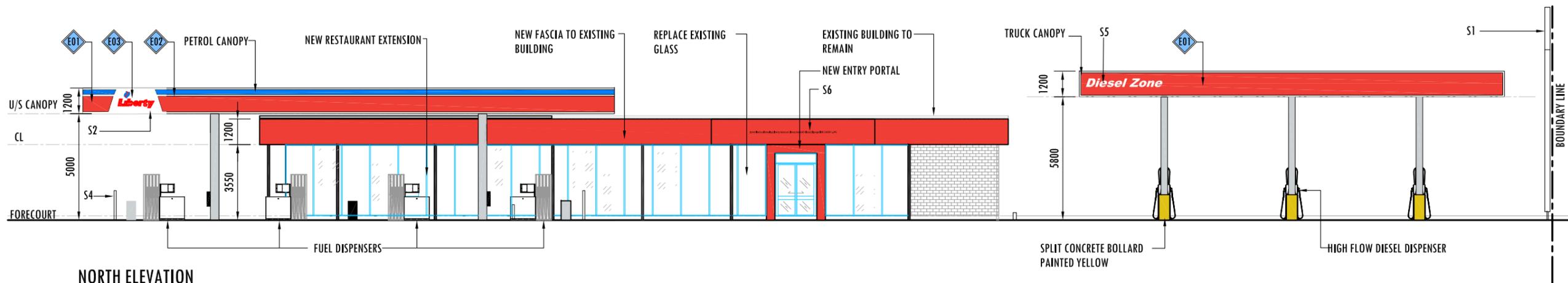
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DRAWING No: A250	REVISION No: A

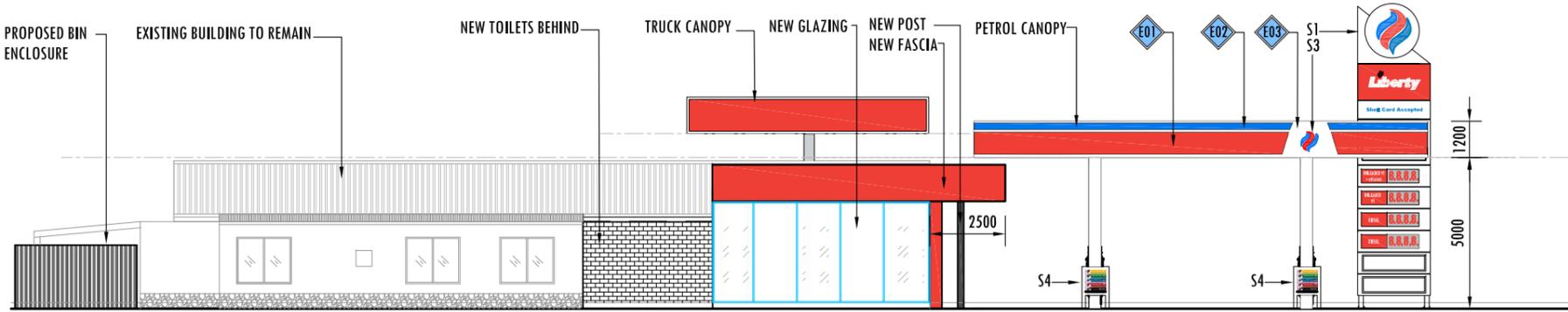


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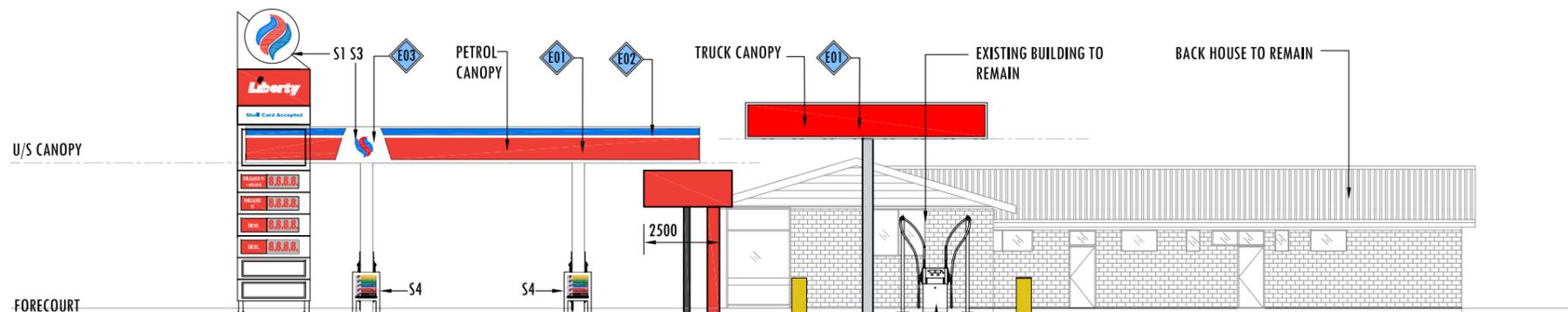
NORTH ELEVATION



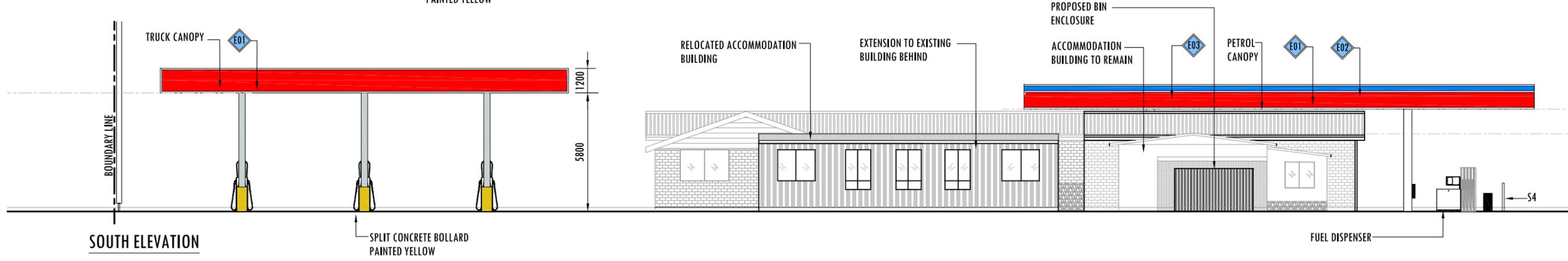
EAST ELEVATION

MATERIAL AND COLOUR LEGEND

- E01 NOT-ILLUMINATED RED VINYL STRIPE
- E02 NOT-ILLUMINATED BLUE VINYL STRIPE
- E03 INTERNALLY ILLUMINATED LIGHT WEIGHT CLADDING FASCIA WITH SELECTED ACRYLIC FINISH



WEST ELEVATION



SOUTH ELEVATION

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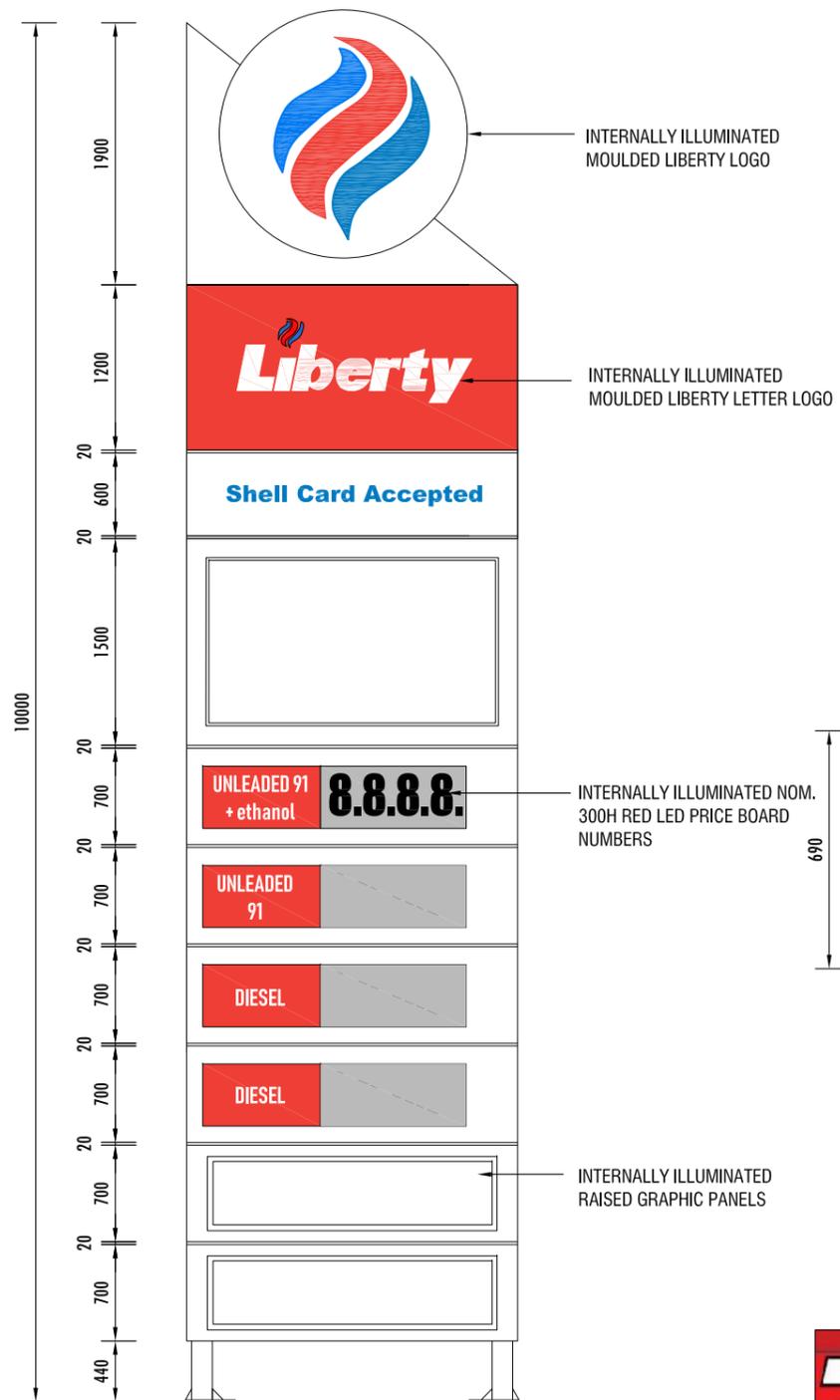
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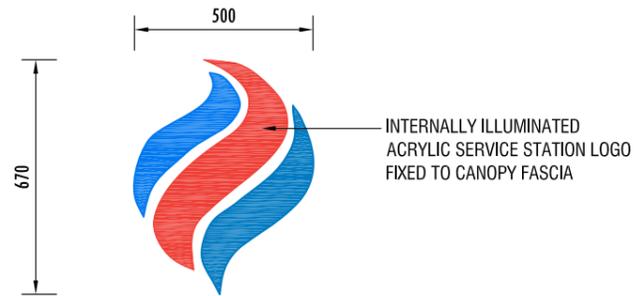
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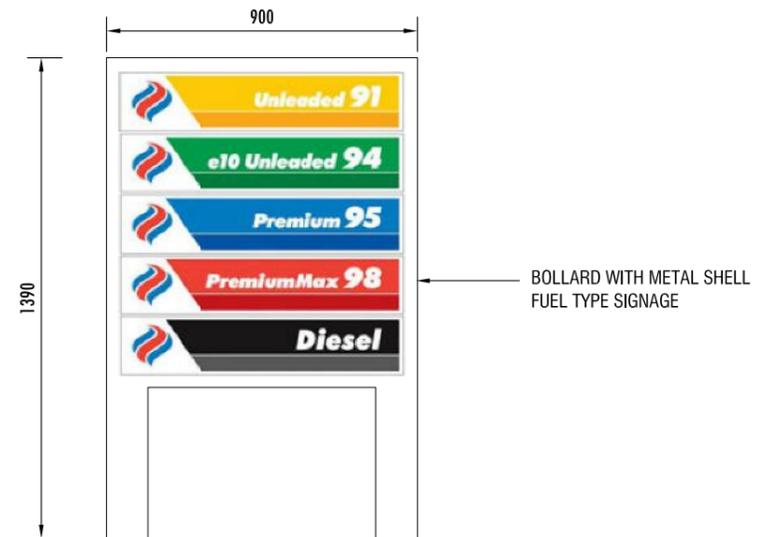
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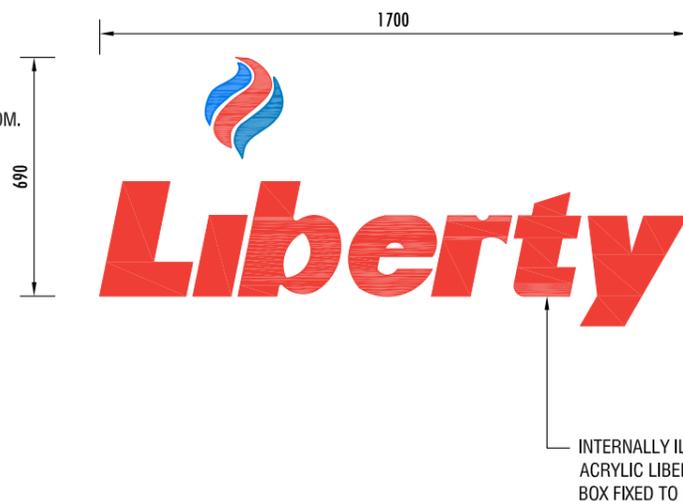
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SCALE 1:50



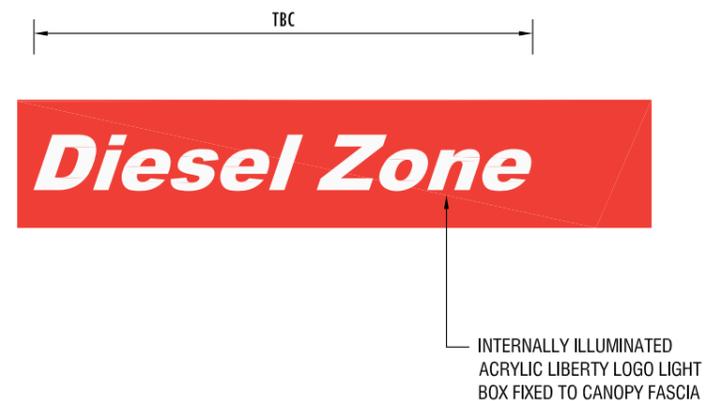
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SCALE 1:20



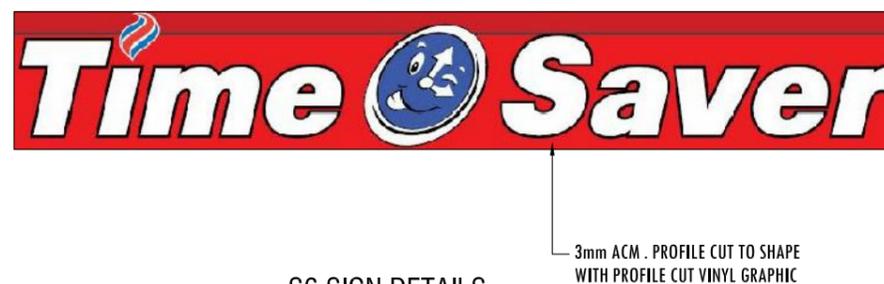
S4 SIGN DETAILS
SCALE 1:20



S2 SIGN DETAILS
SCALE 1:20



S5 SIGN DETAILS
SCALE 1:50



S6 SIGN DETAILS
SCALE 1:50

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Appendix 5
Traffic Impact Assessment



**Proposed Roadhouse Redevelopment
Lot 100 (10805) Brand Highway, Cataby
Transport Impact Assessment**

**PREPARED FOR:
Liberty Oil**

October 2019

Document history and status

Author	Revision	Approved by	Date approved	Revision type
Mao Zhu	r01	B Bordbar	27/09/19	Draft
Mao Zhu	r01a	M Rasouli	02/10/19	Final

File name: t19.154.mz.r01a

Author: Mao Zhu

Project manager: Behnam Bordbar

Client: Liberty Oil

Project: Lot 100 (10805) Brand Highway, Cataby

Document revision: r01a

Project number: t19.154

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1.0 Summary

This Transport Impact Assessment has been prepared by Transcore on behalf of Liberty Oil Corporation Pty Ltd. The subject of this report is the proposed roadhouse redevelopment at Lot 100 (10805) Brand Highway, Cataby, in the Shire of Dandaragan.

The subject site is presently occupied by a roadhouse. Vehicles can access to the site via a service road fronting the site and crossovers on Brand Highway and Caro Road.

It is estimated that the proposed roadhouse redevelopment trip generation during the critical midday peak hour is 110 trips.

Site layout separates heavy vehicle and light vehicle movements and facilitates safe and efficient vehicle circulation through the site. The proposed site layout allows for one-way circulation of heavy vehicles. Swept path analysis confirms that the upgraded entry and egress arrangements would be able to accommodate traffic movements of light and heavy vehicles.

The traffic modelling and analysis undertaken indicates that the redevelopment traffic impact on the surrounding road network will not be significant for post-development and 10-year post-development scenarios.

2.0 Introduction

This Transport Impact Assessment (TIA) has been prepared by Transcore on behalf of Liberty Oil Corporation Pty Ltd. The subject of this report is the proposed roadhouse redevelopment at Lot 100 (10805) Brand Highway, Cataby, in the Shire of Dandaragan.

As shown in Figure 1, the subject site presently accommodates a roadhouse. The site is bound by a service road and Brand Highway to the northeast, a hotel to the west and Caro Road to the southeast.

Key issues that will be addressed in this report include the traffic generation and distribution of the existing land uses and the proposed redevelopment, operation of the T-intersection of Brand Highway and Caro Road and heavy vehicle access, egress and circulation system.



Figure 1: Location of the subject site

3.0 Existing Situation

3.1 Existing Site Use, Access and Parking

The subject site currently accommodates a roadhouse. A service road parallel to Brand Highway fronting the subject site and facilitates access and egress to the subject site and the adjacent commercial land uses. The service road connects to Caro Road and Brand Highway in the form of priority-controlled T-intersections (refer to Figure 2).

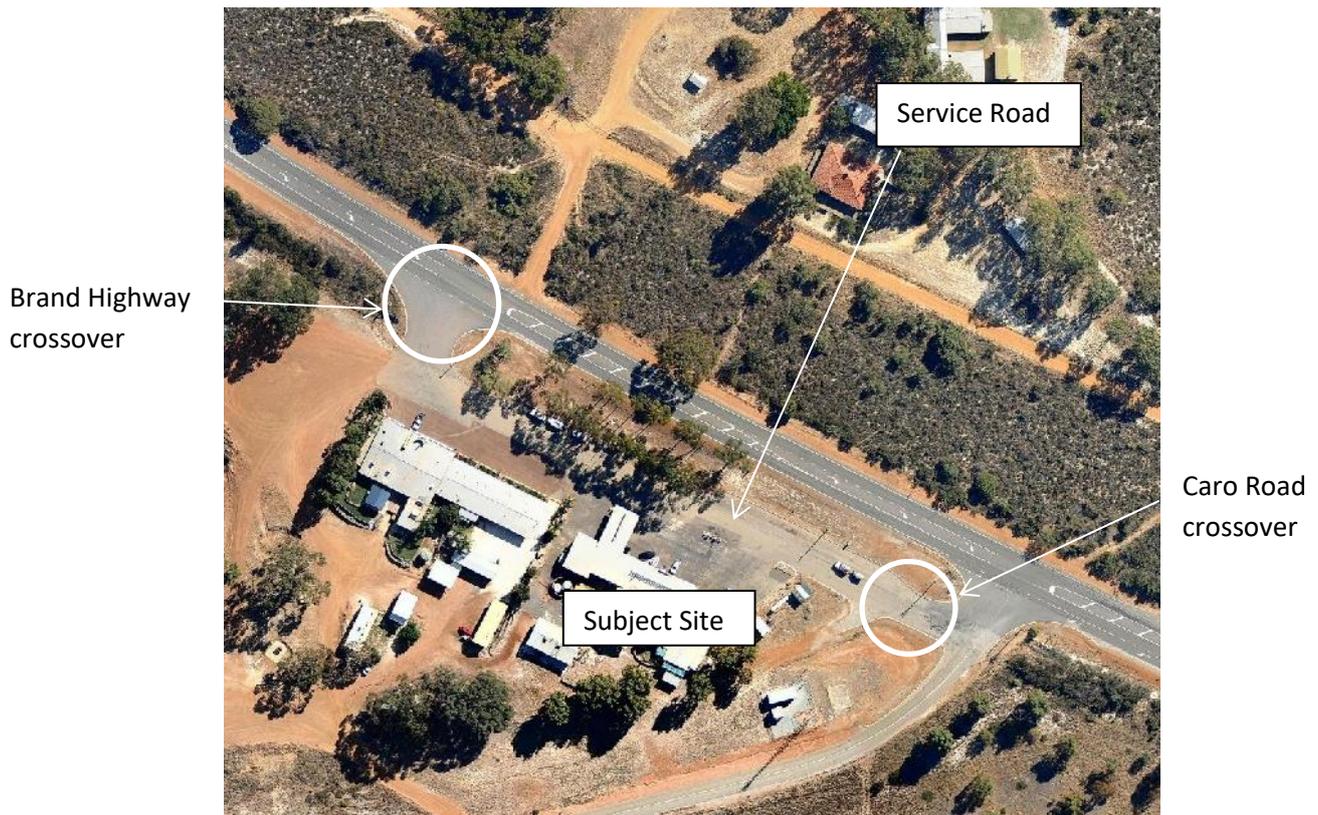


Figure 2: Existing crossovers near the subject site

3.2 Existing Site Traffic Generation

Transcore undertook traffic count surveys for turning movements at the subject site crossovers, service road intersections with Caro Road and Brand Highway and the intersection of Brand Highway/ Caro Road during the identified peak hour of 11.45am to 12.45pm on Thursday, 25 July 2019. Survey results are presented in Figure 3.

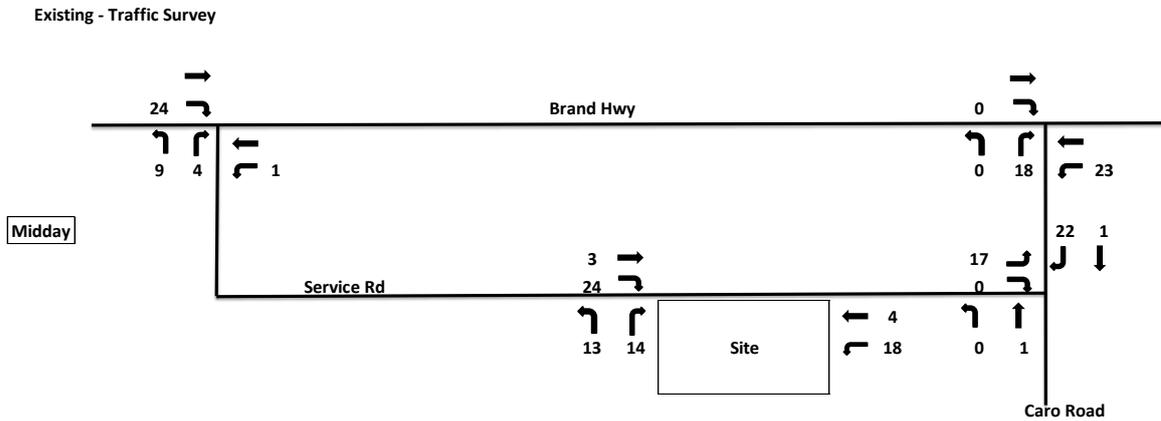


Figure 3: Existing traffic turn movements – Weekday Midday peak hour

Based on the traffic survey undertaken, the existing developments trip generations are:

- Midday peak hour: 69 trips (42 in/ 27 out)

3.3 Surrounding Road Network and Traffic Management on Frontage Roads

Brand Highway

Brand Highway in the vicinity of the subject site is constructed as a two-lane divided road with painted centre island. Brand Highway entails left and right turn lanes at its intersection with Caro Road. It also entails a right turn lane at its intersection with the service road fronting the subject site.

This section of Brand Highway is classified as a *Primary Distributor* road in the Main Roads WA *Functional Road Hierarchy* and operates under the sign posted speed limit of 110km/h.

Caro Road

Caro Road in the immediate vicinity of the subject site is constructed to a two-lane undivided standard.

This section of Caro Road is classified as an *Access Road* in the Main Roads WA *Functional Road Hierarchy* and operates under the default speed limit of 50km/h.

3.4 Existing Traffic Volumes on Roads and Major Intersections

Recent traffic count data obtained from Main Roads WA indicates that Brand Highway (north of Cataby Road) carried average weekday traffic flows of approximately 1,470

vehicles per day (vpd) in 2016/2017 with 34.6% of this traffic being heavy vehicles. The weekday critical peak hour on Brand Highway occurred between 11:45am and 12:45pm with 117vph.

3.5 Heavy Vehicles

Brand Highway adjacent to the subject site forms part of Restricted Access Vehicles (RAV) Network 7 which permits access by various heavy vehicle combinations up to 36.5m long truck.

Caro Road adjacent to the subject site forms part of RAV Network 6 with Conditions (*No operation on unsealed road segment when visibly wet, without road owner's approval. Not to be used as a through route. For local delivery, pickup and garaging only. Driver must carry documentation as proof of local delivery, pickup or garaging address.*). Caro Road also permits access by various heavy vehicle combinations up to 36.5m long truck.



Figure 4: Existing RAV Network

3.6 Public Transport Access

As detailed in Figure 5, bus service N1 (Perth to Kalbarri via Eneabba / Perth to Geraldton via Eneabba) runs past the subject site on Brand Highway. The bus stop is located in front of the subject site on the service road.

Perth to Kalbarri via Eneabba				Perth to Geraldton via Eneabba				N1	
				8:29	6:11				
From Perth				Mon Wed Fri	Tue Thur Sat	From Kalbarri/Geraldton			
				6:12	8:60				
				Mon to Sat	Tue Thur Sat				
East Perth Terminal	Dep	AM	AM			Kalbarri (Coach Resort)	Dep		AM
Midland Station (Stand No. 1)	Dep	8:23	8:20			Kalbarri (Museum Hotel)	Dep		8:50
Bullbrook (bus stop)	Dep	8:55	8:55			Northam (Lions bus shelter)	Dep		9:10
Gingin (Shire Office)	Dep	9:17	9:17			Geraldton (Railway Station)	Arr	AM	9:15
Getzby (Liberty Roadhouse)	Arr	9:46	9:16				Dep	8:30	9:30
		10:13	10:43			Cape Darnley turnoff ("kn")	Dep	8:40	8:35
	Dep	11:15	11:15			Greenough (town site)	Dep	8:50	8:50
Rudrigans (Information Bay)	Dep	11:46	11:43			Durges (Milton Centre)	Dep	9:20	10:20
		PM	PM			Port Denison (Mining Company Drive)	Dep	9:25	
Jurien Bay turnoff / Brand Highway (2km)*	Dep	12:00	12:00			Eneabba (Roadhouse)	Dep	10:22	
Warradange (Roadhouse)	Dep	12:14	12:14			Warradange (Roadhouse)	Arr	10:20	
Eneabba (Roadhouse)	Dep	12:37	12:37				Dep	10:45	
Port Denison (Point Leander Drive)	Dep	1:34	1:34			Jurien Bay turnoff / Brand Highway (38km)*	Dep	11:29	
Dongara (Milton Centre)	Dep	1:39	1:39			Rudrigans (Information Bay)	Dep	11:45	
Rudrigans (town site)	Dep	2:08	2:08						
Cape Burney turnoff (1km)*	Dep	2:19	2:19			Cape (Liberty Roadhouse)	Dep	12:15	
Geraldton (Railway Station)	Arr	2:30	2:30			Gingin (Shire Office)	Dep	1:41	
	Dep	2:40				Bullbrook (bus stop)	Dep	1:40	
Northam (Lions bus shelter)	Dep	3:22				Midland Station (Stand No. 1)	Dep	2:02	PM
Kalbarri (Museum Hotel)	Arr	4:55				East Perth Terminal	Arr	2:30	4:45
Kalbarri (Coach Resort)	Arr	5:00							

Wheelchair accessible toilet facilities available (10-15) kilometres from service site.
 Road closures: Monday only, Durges to Dongara, Eneabba to Gingin, Eneabba to Bullbrook via road.
 Amendments may apply on public holidays and on school holidays. Please check the website for any amendments or cancellations. Routes may be subject to change without notice.

transwa.wa.gov.au

25/01/2019 10:45:23

Figure 5: Existing bus service N1 (extract from transwa.wa.gov.au)

4.0 Development Proposal

4.1 Proposed Site Use

The proposed redevelopment comprises:

- ✚ Light vehicle canopy with 16 fuelling points for light vehicles;
- ✚ 4 high flow diesel filling points for heavy vehicles with a separate truck canopy;
- ✚ Upgraded retail building and restaurant;
- ✚ A service yard for retail building; and,
- ✚ A total of 13 car parking spaces including 1 ACROD bays.

The layout of the proposed redevelopment is shown in the plan included in Appendix A.

The proposed additional and layout of the light vehicle bowsers is not a reflection of the expected traffic generation of the proposed redevelopment. This proposal is in line with Liberty's practice to provide additional facilities, including refuelling bowsers, to improve amenity and reduce wait times for its customers.

4.2 Proposed Access for all Modes

The proposal does not entail any changes of the service road, crossovers or intersections. As per the existing situation, vehicles up to 36.5m B-doubles will access the subject site via the service road fronting the site.

The proposed site layout is designed to separate heavy vehicle and light vehicle movements and minimise any potential conflict. The proposed site layout allows for one-way circulation of heavy vehicles. Heavy vehicle access and exit points are detailed in Figure 6.

Deliveries and waste collection will be accommodated within the site. Turn path analysis was undertaken for the heavy vehicles to enter, circulate and exit the site. Heavy vehicle access, egress and circulation are discussed in further detail in Section 9.0 of this report.

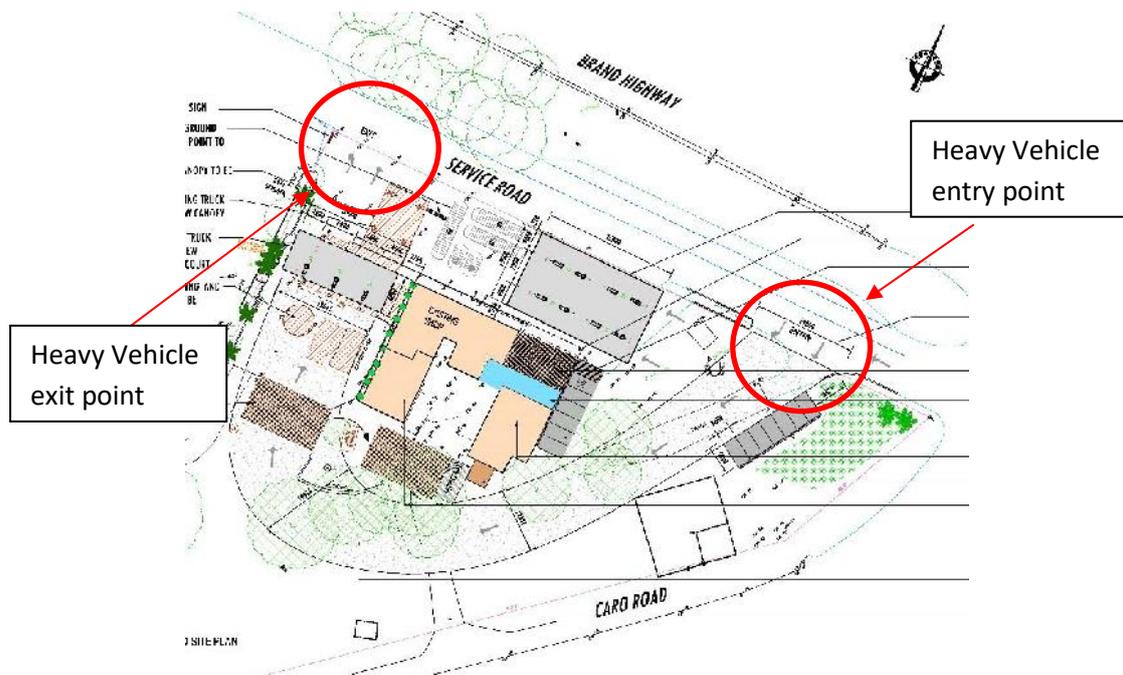


Figure 6: Heavy vehicle entry and exit points

It is suggested that, through liaison and consultation with the Shire and Main Roads WA, appropriate signage should be provided at carefully selected locations on Brand Highway and the service road to guide heavy vehicles to enter the heavy vehicle bowlers and canopy area.

5.0 Changes to Surrounding Transport Networks

No modifications to the existing surrounding road network are proposed as part of this proposed redevelopment.

6.0 Integration with Surrounding Area

Considering a roadhouse has been operating at the subject site for a number of years and a large percentage of patrons of the proposed redevelopment will be from passing traffic, it is expected that the proposed redevelopment will integrate well with its surroundings.

7.0 Traffic Assessment

7.1 Assessment Period

The assessment years that have been adopted for this analysis are the years 2020 & 2030, which represent the assumed post-development and 10-year post-development scenarios.

The proposed redevelopment is expected to generate highest traffic movements during the weekday peak hour period of the adjacent road network.

Review of the Main Roads WA traffic count data indicates that the peak weekday traffic hours on Brand Highway in this vicinity are between 11:45 am and 12:45pm. Accordingly, Transcore undertook traffic count survey during this period and trip generation was estimated and traffic analysis was undertaken for this period.

7.2 Trip Generation and Distribution

7.2.1 Estimated Existing Traffic Generation

Transcore undertook traffic count surveys on Thursday, 25 July 2019 that indicate the existing development traffic generation is:

- Midday peak hour: 69 trips (42 in/ 27 out)

The existing peak hour traffic turning movements near the subject site are shown in Section 3.2 of this report.

The Brand Highway midday peak hour traffic volume is 117 vehicles. Therefore, the midday peak hour traffic generation of the existing development is 30% ($69/2/117 = 0.3$) of the existing Brand Highway peak hour traffic.

7.2.2 Proposed Redevelopment Traffic Generation

As there is an existing roadhouse operating on the subject site, Transcore has established the peak hour traffic generation of the existing roadhouse by undertaking onsite traffic surveys. The traffic surveys indicate that the peak hour traffic generation of the existing development is 30% of existing Brand Highway peak hour traffic.

In a recent similar project, agreement was reached with Main Roads WA that the traffic generation of a roadhouse should be based on 25% of the frontage road traffic. As the existing development traffic is 30% of the frontage road traffic during the peak hour, then it is reasonable to assume that the traffic generation of the proposed roadhouse will also be 30% of the frontage road traffic during the peak hour.

However, for a robust assessment, it is assumed that the traffic generation of the proposed roadhouse for light vehicles will be 10% more than the existing (because of improved facilities). It is also assumed that the proposed heavy vehicle bays would attract 40% of the existing frontage road heavy vehicle traffic during the peak hour.

This assumption is also in line with Liberty's model which higher number of bays are provided not because of demand but to improve amenity and reduce wait times for its customers.

Accordingly, it is estimated that the proposed roadhouse redevelopment trip generation would be 110 trips during the critical midday peak hour.

Use	Midday peak hour
Light vehicle	$69 \times 1.1 = 76$ trips
Heavy vehicle	$117 \times 0.346 \times 0.4 \times 2 = 34$ trips
Total traffic	110 trips

Figure 7: Proposed redevelopment traffic generation

Therefore, the net traffic increase is estimated to be 41 trips during the peak hour (refer Figure 8).

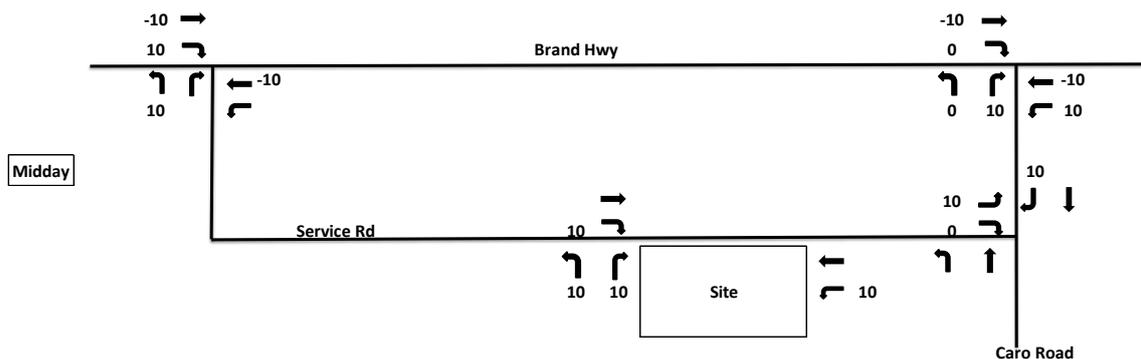


Figure 8: Net peak hour traffic increase as a result of the proposed redevelopment

7.3 Traffic Flows

The traffic flow of the post-development scenario is presented in Figure 9.

To approximate the year 2030 traffic a traffic growth of 20% has been applied to through and turning existing traffic on Brand Highway.

The total ten-year post-development traffic volumes are presented in Figure 10.

Post-development Traffic

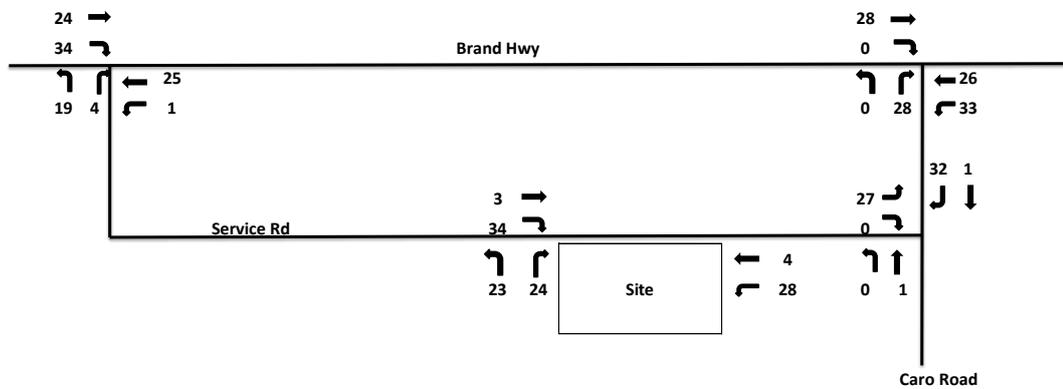


Figure 9: Post-development traffic flows near the subject site – Weekday midday peak hour

10 Year Post-development Traffic

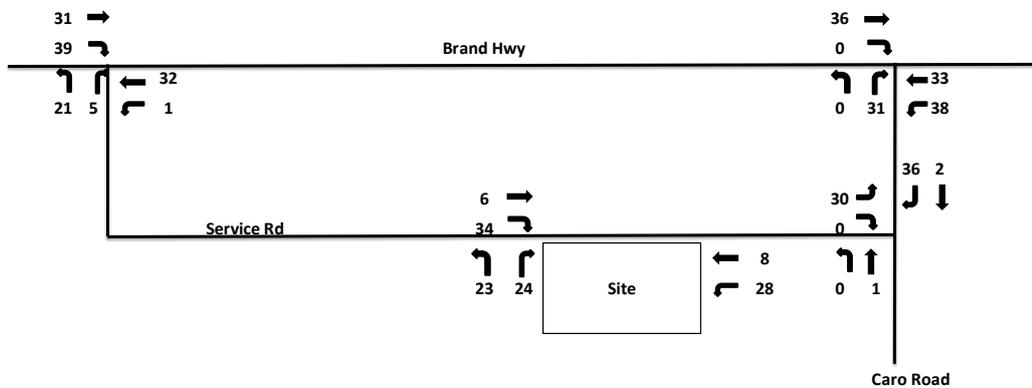


Figure 10: Estimated 10-year post-development total traffic flows near the subject site – Weekday midday peak hour

7.4 Analysis of Intersection and Development Accesses

A SIDRA model was developed for the T-intersection of Brand Highway/Caro Road in order to assess its operations in the existing, post-development and 10-year post-development scenarios for midday peak hour. Relevant heavy vehicle settings and parameters were updated in accordance with Main Roads WA's latest requirements.

Capacity analysis was undertaken using the SIDRA computer software package. SIDRA is an intersection modelling tool commonly used by traffic engineers for all types of intersections. SIDRA outputs are presented in the form of Degree of Saturation, Level of Service, Average Delay and 95% Queue. These characteristics are defined as follows:

- ✚ **Degree of Saturation (DoS):** is the ratio of the arrival traffic flow to the capacity of the approach during the same period. The Degree of Saturation ranges from close to zero for varied traffic flow up to one for saturated flow or capacity.
- ✚ **Level of Service (LoS):** is the qualitative measure describing operational conditions within a traffic stream and the perception by motorists and/or passengers. In general, there are 6 levels of service, designated from A to F, with Level of Service A representing the best operating condition (i.e. free flow) and Level of Service F the worst (i.e. forced or breakdown flow).
- ✚ **Average Delay:** is the average of all travel time delays for vehicles through the intersection.
- ✚ **95% Queue:** is the queue length below which 95% of all observed queue lengths fall.

The results of the SIDRA analysis are attached in **Appendix B**.

SIDRA results indicate that T-intersection of Brand Highway/Caro Road will operate at LoS A and B on all movements with minimal queues and delays during midday peak hour for the existing, post-development and 10-year post-development scenarios.

7.5 Impact on Surrounding Roads

The WAPC Transport Impact Assessment Guidelines (2016) provides guidance on the assessment of traffic impacts:

“As a general guide, an increase in traffic of less than 10 per cent of capacity would not normally be likely to have a material impact on any particular section of road, but increases over 10 per cent may. All sections of road with an increase greater than 10 per cent of capacity should therefore be included in the analysis. For ease of assessment, an increase of 100 vehicles per hour for any lane can be considered as equating to around 10 per cent of capacity. Therefore, any section of road where the structure plan traffic would increase flows by more than 100 vehicles per hour for any lane should be included in the analysis.”

The proposed development will not increase traffic flows anywhere near the quoted WAPC threshold to warrant further detailed analysis. As detailed in Section 7.3, the proposed development will not increase traffic on any lanes on the surrounding road network by more than 100 vph therefore the impact on the surrounding road network is not significant.

7.6 Impact on Neighbouring Areas

The traffic generated by the proposed redevelopment is not expected to significantly affect surrounding areas and the road network has been designed to accommodate this type and level of development traffic.

7.7 Traffic Noise and Vibration

It generally requires a doubling of traffic volumes on a road to produce a perceptible 3dB (A) increase in road noise. The proposed development will not increase traffic volumes on surrounding roads anywhere near this level.

8.0 Parking

The proposed development provides a total of 13 car parking spaces including 1 ACROD bays. 16 light vehicles can use the fuelling bowsers simultaneously. Therefore, it is considered that the proposed parking provision is sufficient to accommodate the needs of the proposed development.

9.0 Provision for Heavy Vehicles

Heavy vehicles including fuel tankers and service vehicles are proposed to enter and exit the site via the existing service road fronting the subject site.

36.5m B-triple truck

Brand Highway in this vicinity is classified as RAV network 7 in Main Road's WA vehicle description and as such it is anticipated that the largest trucks which might use the subject site would be RAV 7 and 36.5m long.

Therefore, turn path analysis has been undertaken for the 36.5m B-triple vehicles to enter the site from T-intersection of Brand Highway/Caro Road and the service road, circulate through truck filling canopy and exit the site onto Brand Highway via the service road.

27.5m fuel tanker and 12.5m service truck

It is anticipated that the largest fuel tanker which will be used for fuel deliveries will be 27.5m B-double, and 12.5m service trucks will be used for other deliveries and waste collection. Turn path analysis confirms satisfactory circulation of these vehicles.

27.5m B-double and 19m semi-trailer

The western most fuelling position at the truck canopy will be marked for a maximum truck size of 19m. The second fuelling position from the west will be marked for a maximum truck size of 27.5m B-double. The rest of truck fuelling positions will accommodate larger trucks up to 36.5m B-double.

The results of the turn path analysis are included in Appendix C.

10.0 Conclusions

This Transport Impact Assessment has been prepared by Transcore on behalf of Liberty Oil Corporation Pty Ltd. The subject of this report is the proposed road house redevelopment at Lot 100 (10805) Brand Highway, Cataby, in the Shire of Dandaragan.

The subject site is presently occupied by a roadhouse. Vehicle access to the site is available from the service road fronting the subject site.

The proposed additional and layout of the light vehicle bowzers is not a reflection of the expected traffic generation of the proposed redevelopment. This proposal is in line with Liberty's practice to provide additional facilities, including bowzers, to improve amenity and reduce wait times for its customers.

The proposed redevelopment provides a total of 13 car parking spaces including 1 ACROD bays. It is considered that the car parking supply satisfactorily meets the needs of the proposed redevelopment.

It is estimated that the proposed roadhouse redevelopment trip generation is 110 trips during the critical midday peak hour

SIDRA results indicate that T-intersection of Brand Highway/Caro Road will operate at LoS A and B for all movements with minimal queues and delays during midday peak hour for the existing, post-development and 10-year post-development scenarios. Accordingly, it is concluded that the redevelopment traffic has insignificant impact on the operations of this intersection.

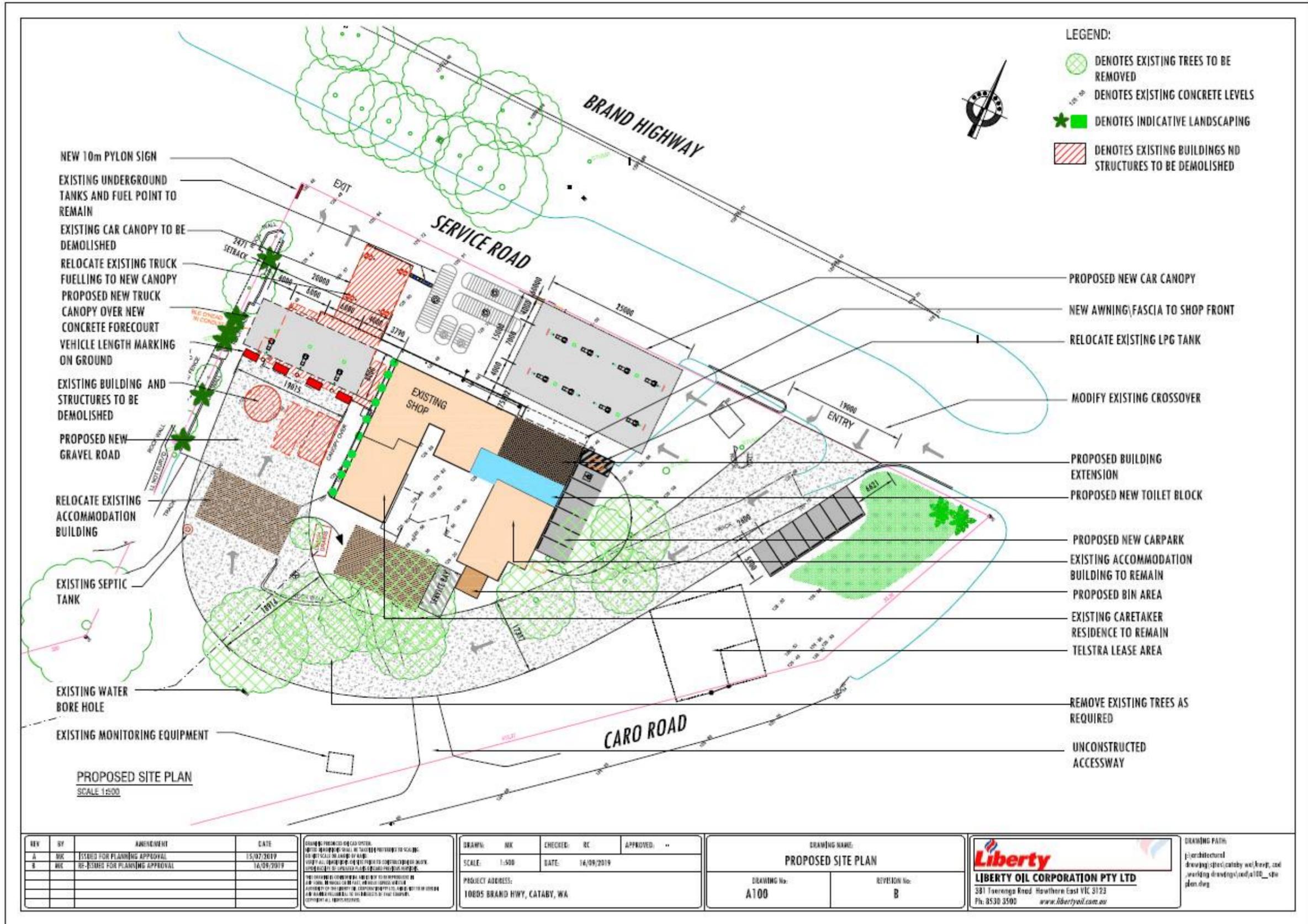
Turn path analysis undertaken for heavy vehicles confirm satisfactory entry, circulation and egress.

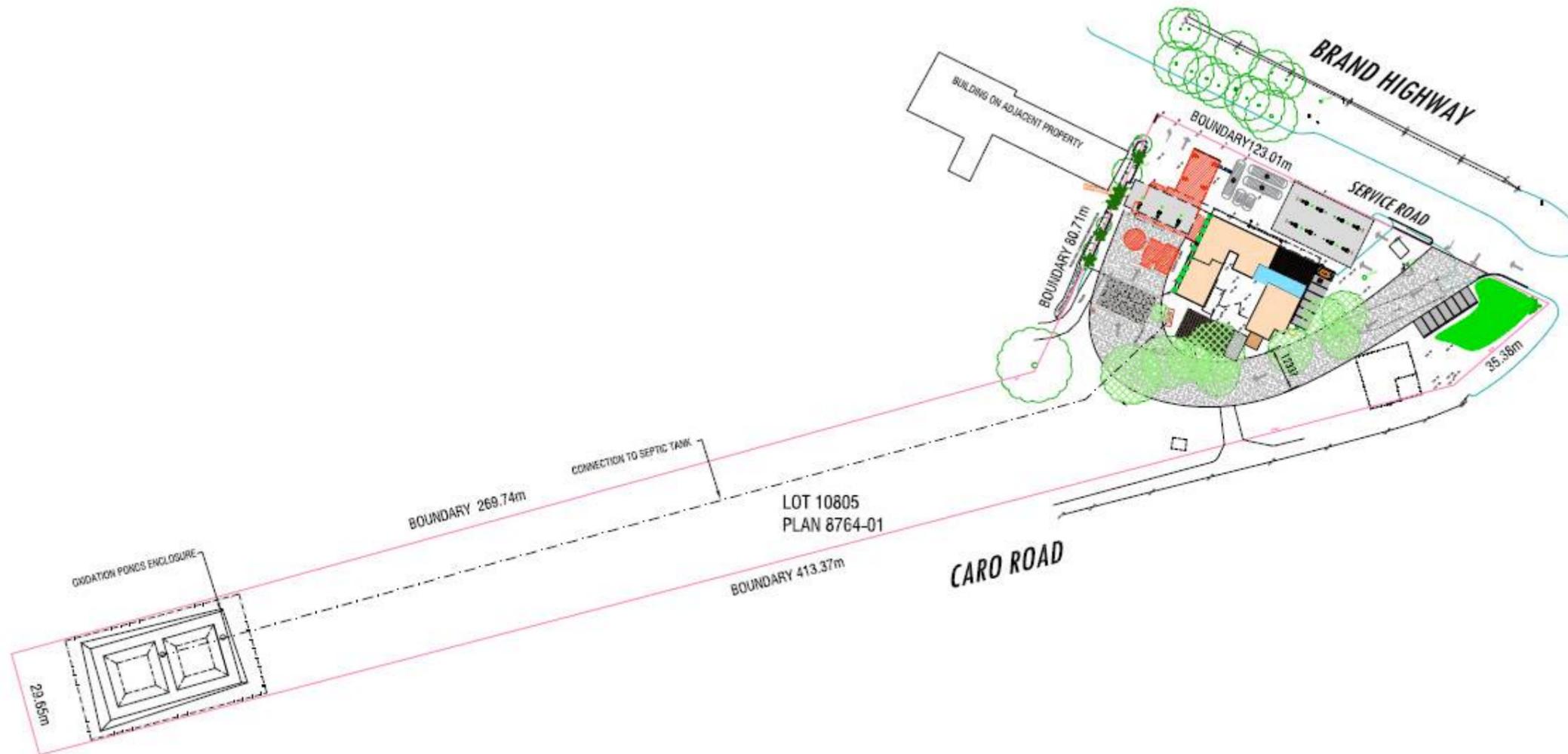
It is suggested that, through liaison and consultation with the Shire and Main Roads WA, appropriate signage should be provided at carefully selected locations on Brand Highway and the service road to guide heavy vehicles to enter the heavy vehicle bowzers and canopy area.

In conclusion, the findings of this Transport Impact Assessment are supportive of the proposed redevelopment.

Appendix A

PROPOSED REDEVELOPMENT PLAN





PROPOSED SITE PLAN - FULL EXTENT
SCALE 1:500

REV	BY	AMENDMENT	DATE
A	MK	ISSUED FOR PLANNING APPROVAL	15/07/2019
B	MK	RE-ISSUED FOR PLANNING APPROVAL	16/09/2019

DRAWING PROVIDED BY CAD SYSTEM
THESE DIMENSIONS SHALL BE TAKEN AS PRESENTED IN SCALE 1:500 UNLESS OTHERWISE SPECIFIED
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DRAWN: MK	CHECKED: RC	APPROVED: ..
SCALE: 1:500	DATE: 16/09/2019	
PROJECT ADDRESS: 10805 BRAND HWY, CATABY, WA		

DRAWING NAME: PROPOSED SITE PLAN - FULL EXTENT	
DRAWING No: A101	REVISION No: B

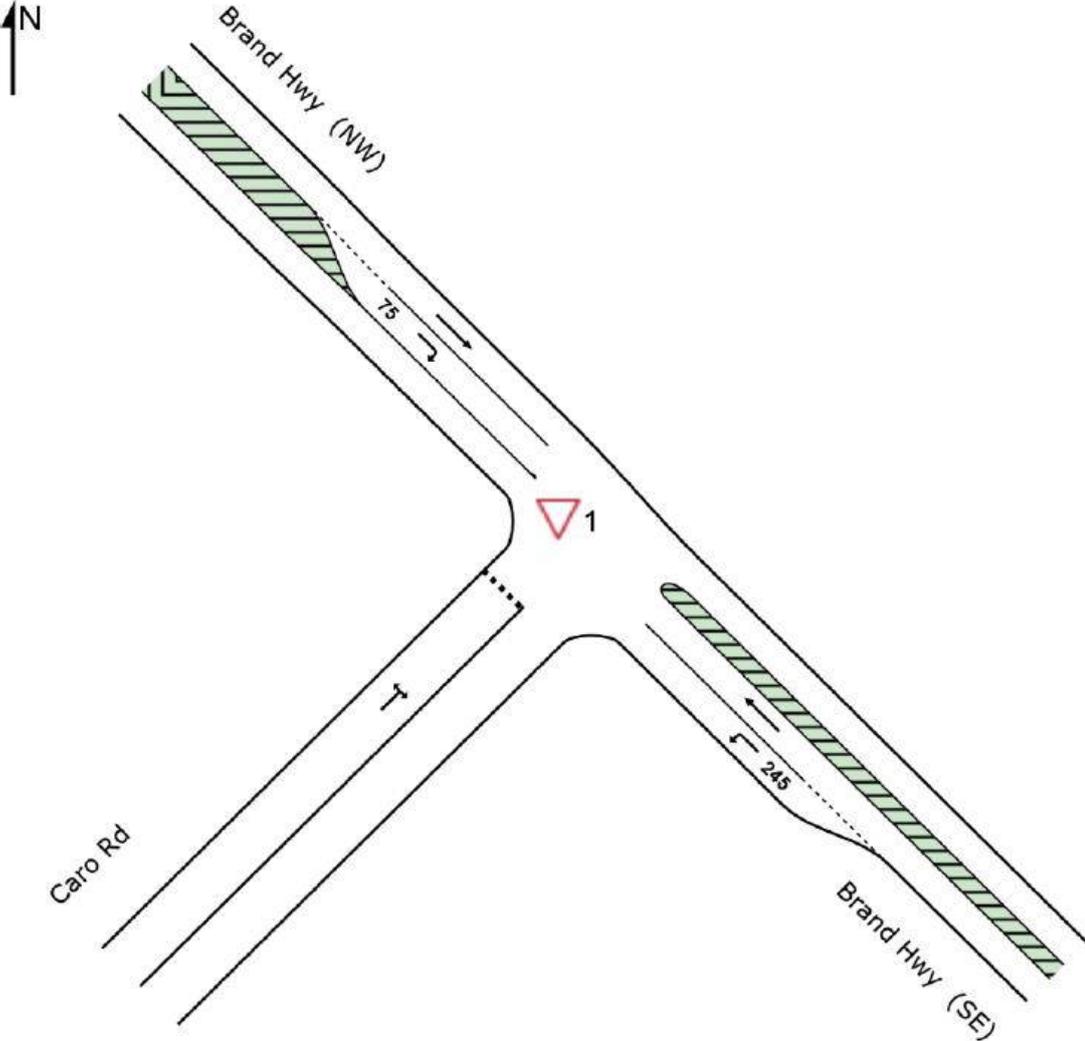
Liberty
LIBERTY OIL CORPORATION PTY LTD
381 Tseranga Road Hawthorne East VIC 3123
Ph: 8530 3500 www.libertyoil.com.au

DRAWING PATH:
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Appendix B

SIDRA OUTPUTS

SIDRA model layout – weekday midday peak periods – Existing



MOVEMENT SUMMARY

Site: 1 [T-intersection of Brand Hwy and Caro Rd - Existing Midday Peak]

New Site
 Site Category: (None)
 Giveaway / Yield (Two-Way)

Movement Performance - Vehicles												
Mov ID	Turn	Demand Total veh/h	Flows HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back Vehicles veh	Queue Distance m	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed km/h
SouthEast: Brand Hwy (SE)												
1	L2	24	34.8	0.023	9.6	LOS A	0.0	0.0	0.00	0.68	0.00	61.2
2	T1	36	34.8	0.034	0.0	LOS A	0.0	0.0	0.00	0.00	0.00	110.0
Approach		62	34.8	0.034	3.7	NA	0.0	0.0	0.00	0.26	0.00	83.9
NorthWest: Brand Hwy (NW)												
8	T1	42	34.4	0.037	0.0	LOS A	0.0	0.0	0.00	0.00	0.00	110.0
9	R2	1	34.4	0.001	10.0	LOS A	0.0	0.1	0.21	0.60	0.21	56.5
Approach		43	34.4	0.037	0.2	NA	0.0	0.1	0.01	0.01	0.01	107.5
SouthWest: Caro Rd												
10	L2	1	34.8	0.030	5.4	LOS A	0.1	1.6	0.29	0.52	0.28	47.0
12	R2	19	34.4	0.030	6.5	LOS A	0.1	1.6	0.29	0.52	0.28	47.2
Approach		20	34.4	0.030	6.4	LOS A	0.1	1.6	0.29	0.52	0.29	47.2
All Vehicles		125	34.6	0.037	3.0	NA	0.1	1.6	0.05	0.22	0.05	80.0

MOVEMENT SUMMARY

Site: 1 [T-intersection of Brand Hwy and Caro Rd - 2019 Post Development Midday Peak]

New Site
 Site Category: (None)
 Giveaway / Yield (Two-Way)

Movement Performance - Vehicles												
Mov ID	Turn	Demand Total veh/h	Flows HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back Vehicles veh	Queue Distance m	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed km/h
SouthEast: Brand Hwy (SE)												
1	L2	36	34.8	0.033	9.6	LOS A	0.0	0.0	0.00	0.68	0.00	61.2
2	T1	27	34.8	0.024	0.0	LOS A	0.0	0.0	0.00	0.00	0.00	110.0
Approach		62	34.8	0.033	5.4	NA	0.0	0.0	0.00	0.38	0.00	78.1
NorthWest: Brand Hwy (NW)												
8	T1	29	34.4	0.026	0.0	LOS A	0.0	0.0	0.00	0.00	0.00	110.0
9	R2	1	34.4	0.001	10.0	LOS A	0.0	0.1	0.21	0.60	0.21	56.5
Approach		31	34.4	0.026	0.3	NA	0.0	0.1	0.01	0.02	0.01	106.5
SouthWest: Caro Rd												
10	L2	1	34.8	0.045	5.3	LOS A	0.2	2.4	0.26	0.52	0.26	47.2
12	R2	29	34.4	0.045	5.2	LOS A	0.2	2.4	0.26	0.52	0.26	47.3
Approach		31	34.4	0.045	3.2	LOS A	0.2	2.4	0.26	0.52	0.28	47.3
All Vehicles		123	34.6	0.045	4.3	NA	0.2	2.4	0.07	0.32	0.07	70.4

MOVEMENT SUMMARY

▽ Site: 1 [T-Intersection of Brand Hwy and Caro Rd - 2029 Post Development Midday Peak]

New Site

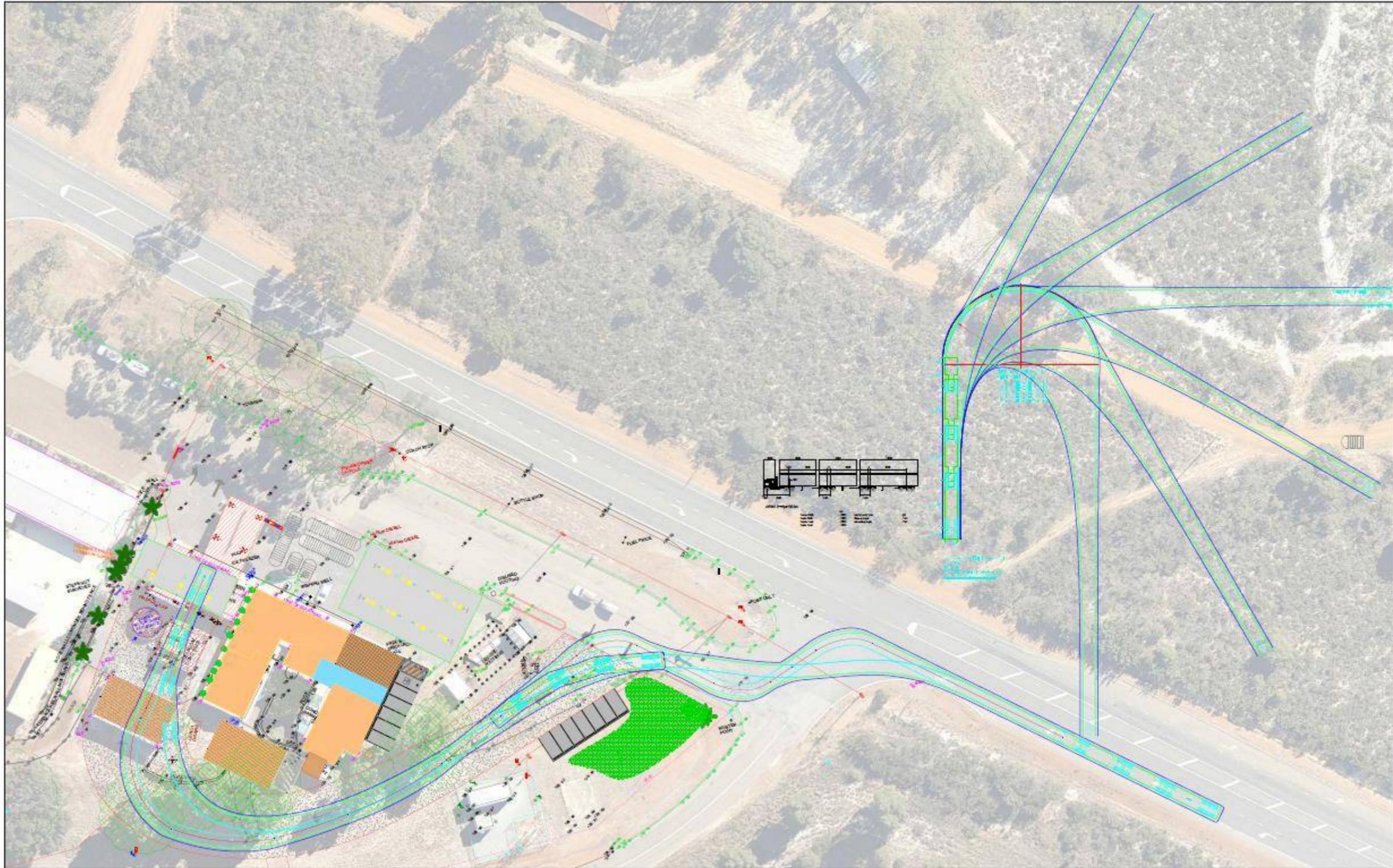
Site Category: (None)

Giveaway / Yield (Two-Way)

Movement Performance - Vehicles												
Mov ID	Turn	Demand Total veh/h	Flows HV %	Deg. Satn w/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Back of Queue Distance m	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed km/h
SouthEast: Brand Hwy (SE)												
1	L2	40	34.8	0.038	9.6	LOS A	0.0	0.0	0.00	0.68	0.00	61.2
2	T1	35	34.8	0.031	0.0	LOS A	0.0	0.0	0.00	0.00	0.00	110.0
Approach		75	34.8	0.038	5.1	NA	0.0	0.0	0.00	0.36	0.00	77.1
NorthWest: Brand Hwy (NW)												
8	T1	38	34.4	0.034	0.0	LOS A	0.0	0.0	0.00	0.00	0.00	110.0
9	R2	1	34.4	0.001	10.1	LOS B	0.0	0.1	0.24	0.60	0.24	56.4
Approach		38	34.4	0.034	0.3	NA	0.0	0.1	0.01	0.02	0.01	107.2
SouthWest: Caro Rd												
10	L2	1	34.8	0.051	5.4	LOS A	0.2	2.8	0.30	0.53	0.30	47.0
12	R2	33	34.4	0.051	8.6	LOS A	0.2	2.8	0.30	0.53	0.30	47.1
Approach		34	34.4	0.051	8.5	LOS A	0.2	2.8	0.30	0.53	0.30	47.1
All Vehicles		147	34.6	0.051	4.2	NA	0.2	2.8	0.07	0.31	0.07	72.0

Appendix C

SWEPT PATH ANALYSIS



**Lot 100(10805) Brand Highway, Catby
Roadhouse Redevelopment**

Main Roads WA: RAV 7 (36.5m B-Triple - 15m Radius)
Truck Circulation

LEGEND

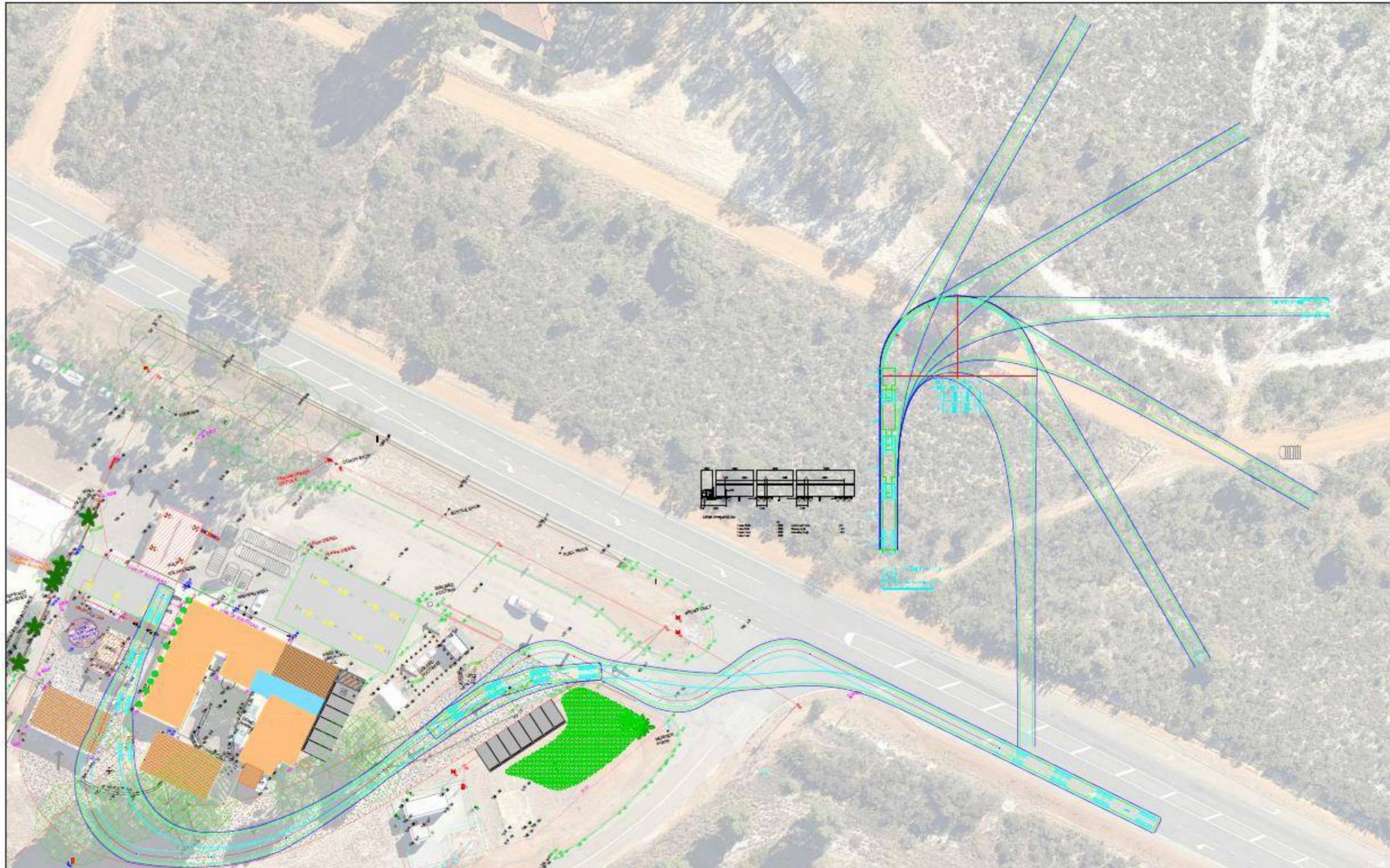
- Vehicle Body
- Wheel Path
- 500mm Clearance

t19.154.sk01b

16/09/2019

Scale: 1:700 @ A3





**Lot 100(10805) Brand Highway, Cataby
Roadhouse Redevelopment**

Main Roads WA: RAV 7 (36.5m B-Triple - 15m Radius)
Truck Circulation

LEGEND

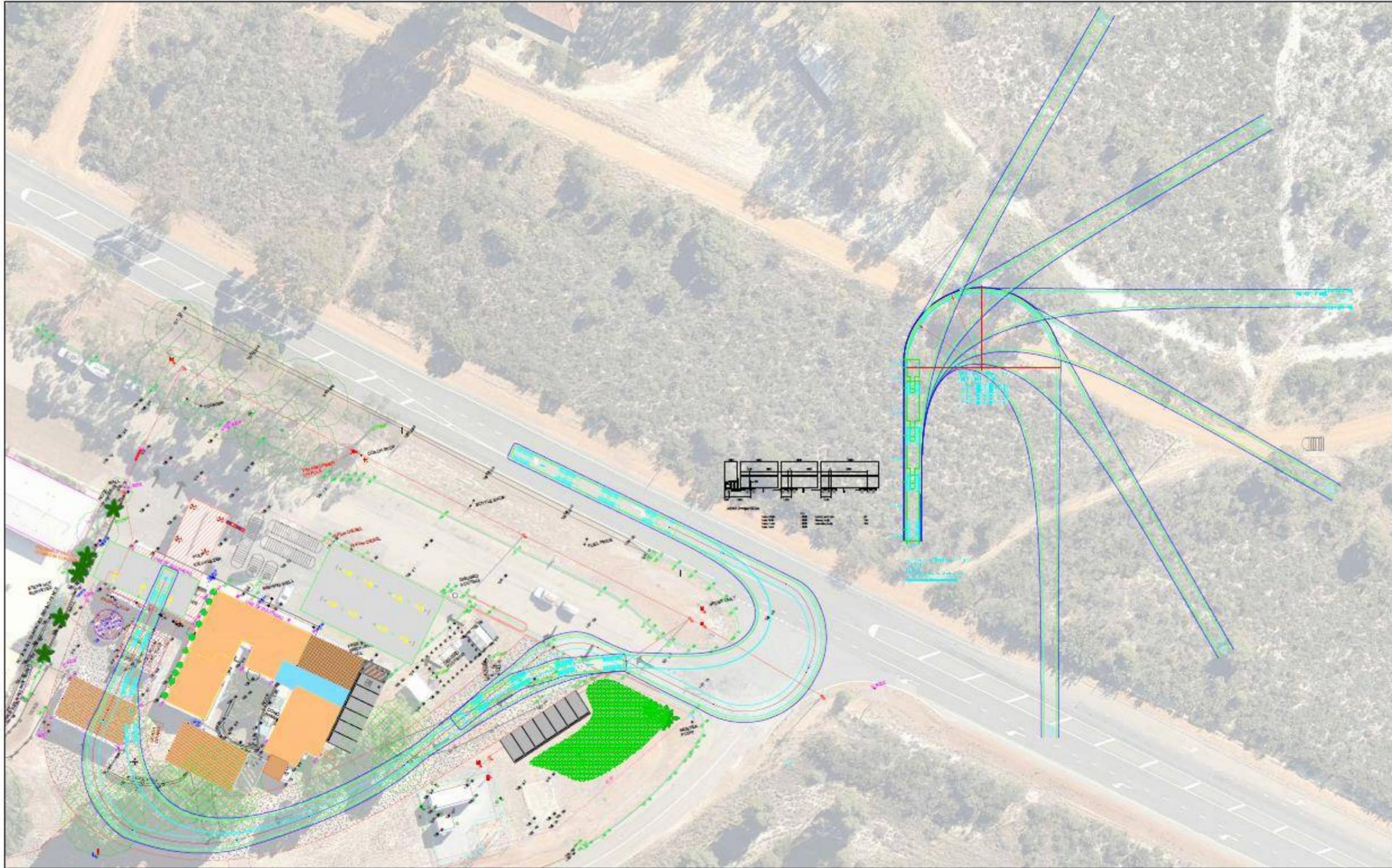
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- Wheel Path
- 500mm Clearance

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16/09/2019

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**Lot 100(10805) Brand Highway, Cataby
Roadhouse Redevelopment**

Main Roads WA: RAV 7 (36.5m B-Triple - 15m Radius)
Truck Circulation

LEGEND

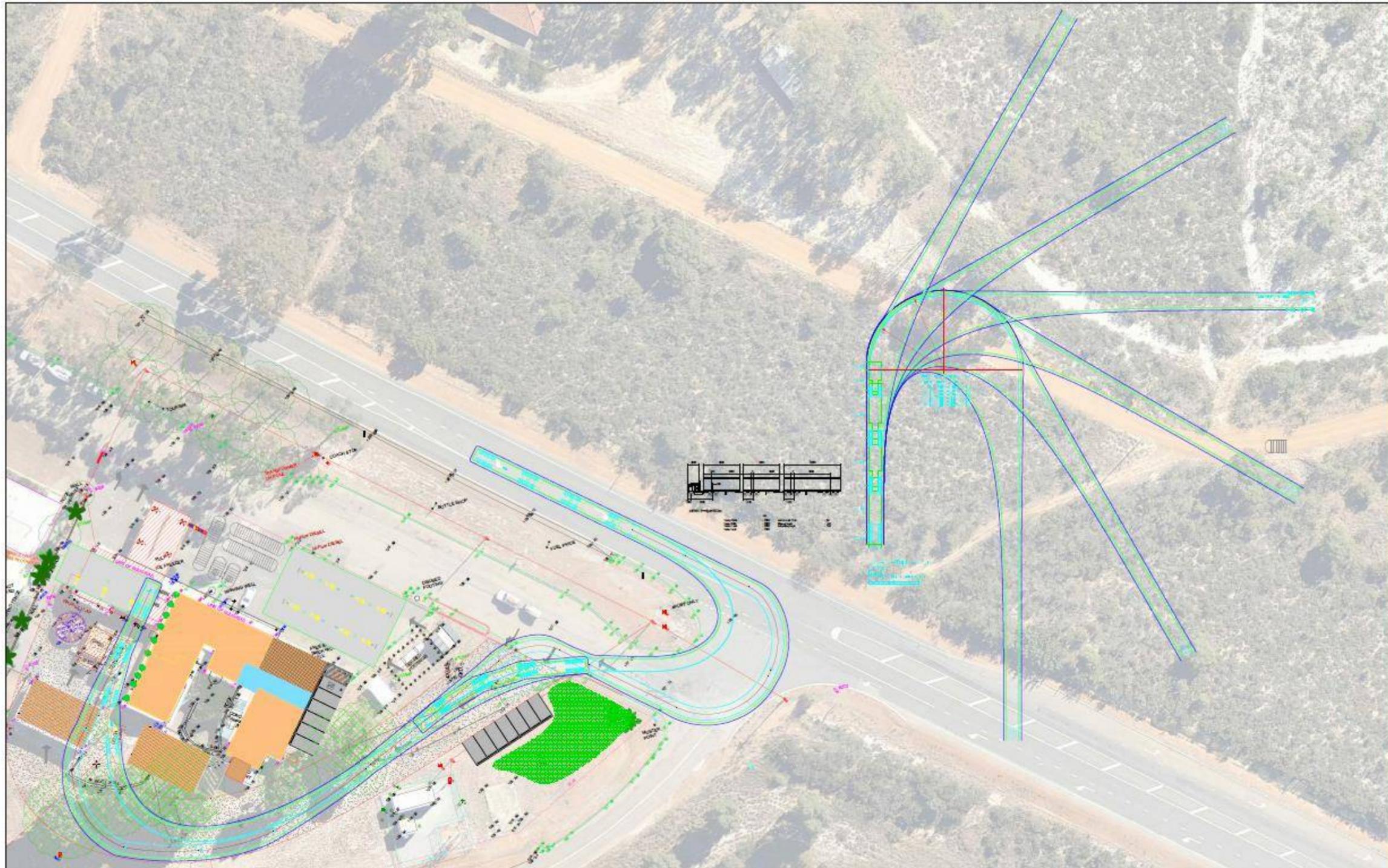
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- Wheel Path
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16/09/2019

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**Lot 100(10805) Brand Highway, Cataby
Roadhouse Redevelopment**

Main Roads WA: RAV 7 (36.5m B-Triple - 15m Radius)
Truck Circulation

LEGEND

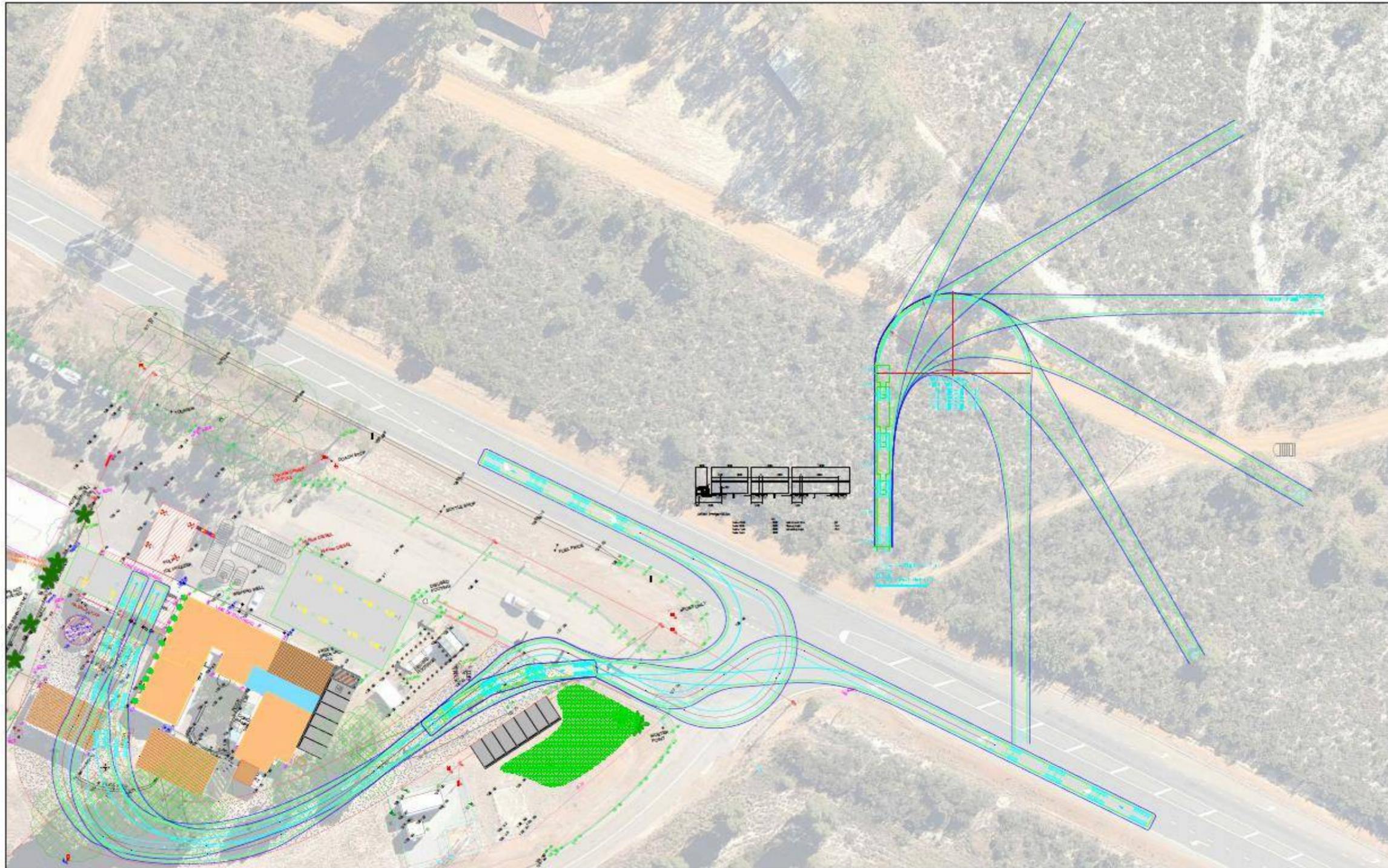
- Vehicle Body
- Wheel Path
- 500mm Clearance

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16/09/2019

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**Lot 100(10805) Brand Highway, Cataby
Roadhouse Redevelopment**

Main Roads WA: RAV 7 (36.5m B-Triple - 15m Radius)
Truck Circulations

LEGEND

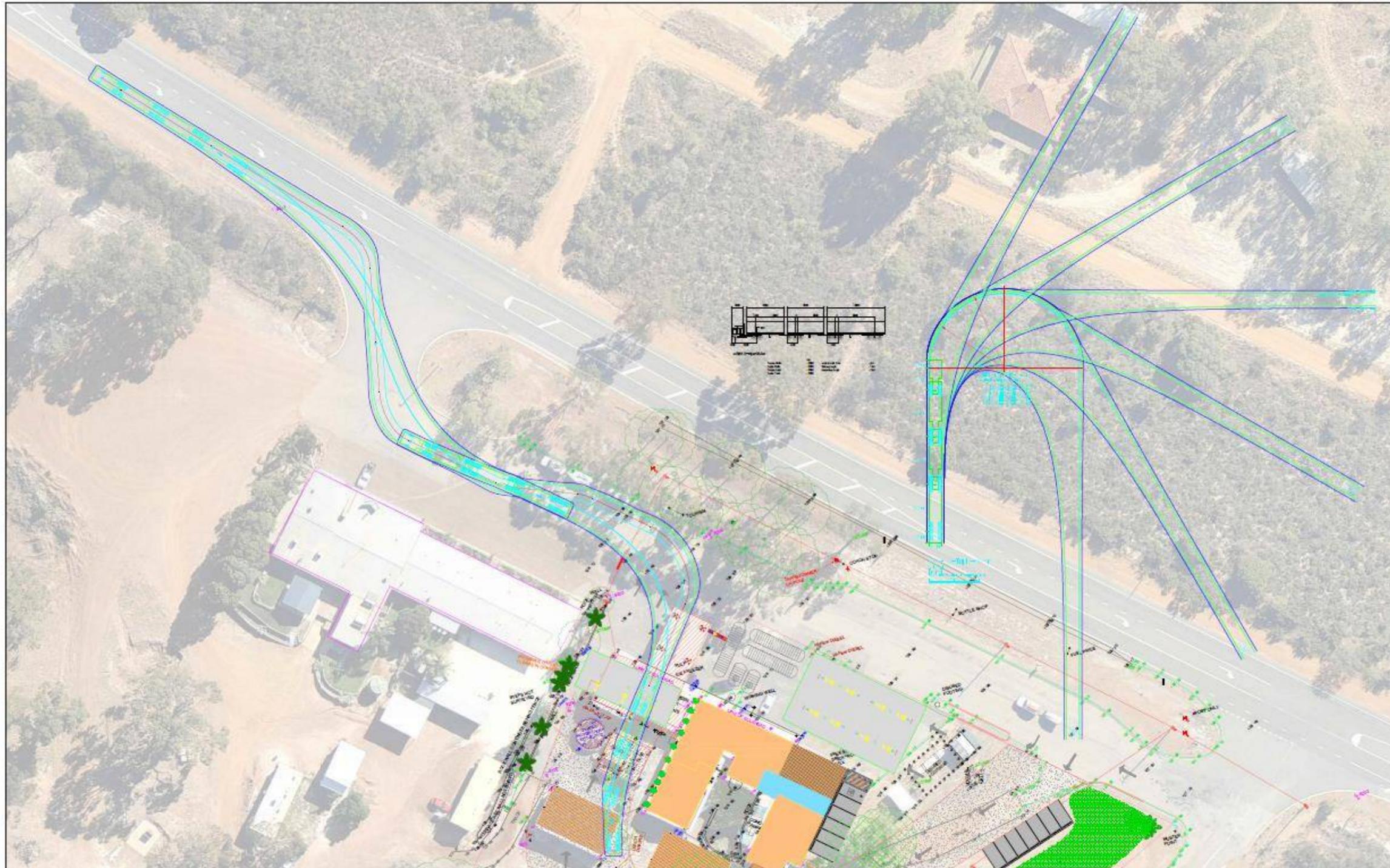
- Vehicle Body
- Wheel Path
- 500mm Clearance

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16/09/2019

Scale: 1:700 @ A3





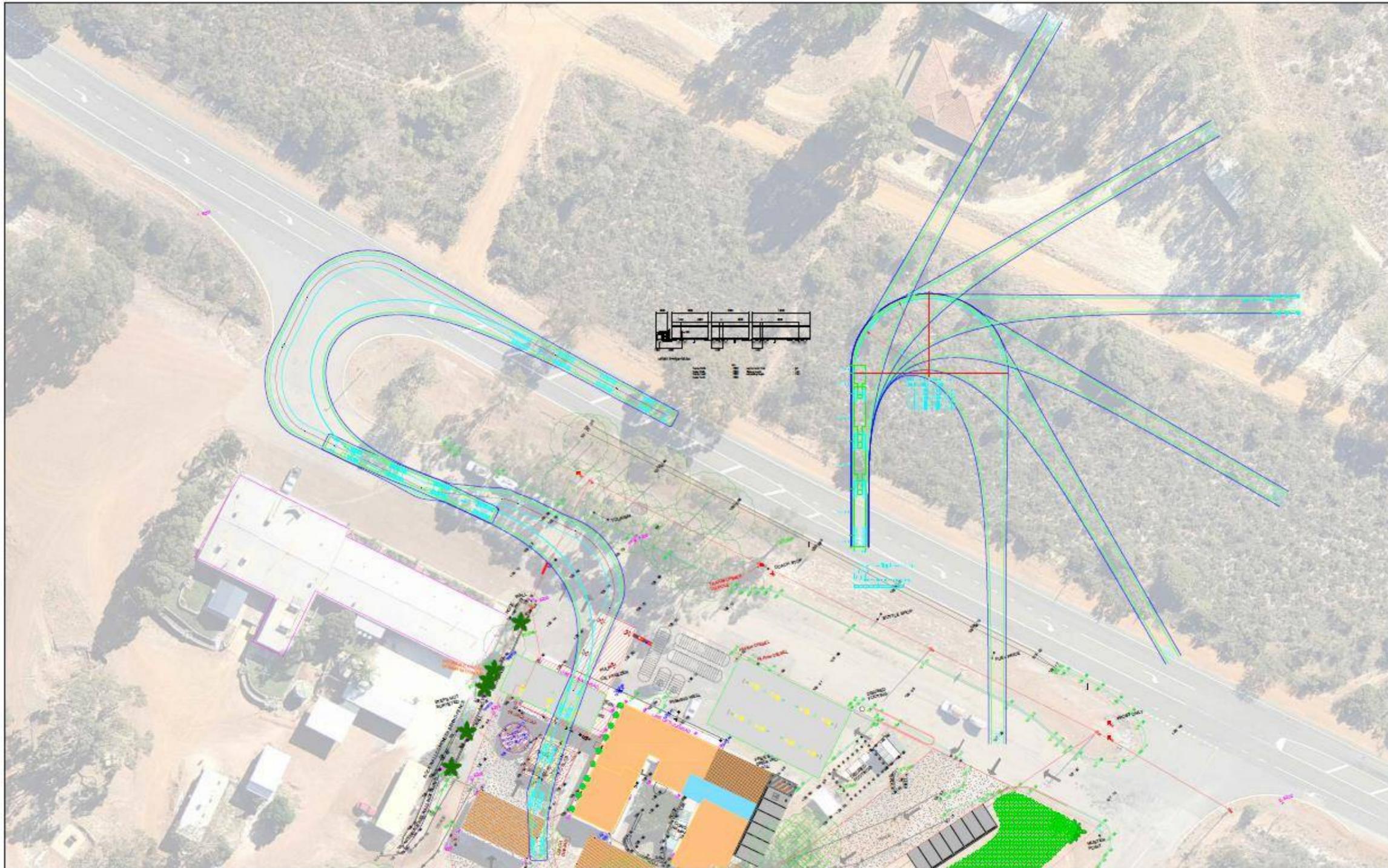
Lot 100(10805) Brand Highway, Cataby
 Roadhouse Redevelopment
 Main Roads WA: RAV 7 (36.5m B-Triple - 15m Radius)
 Truck Exit

LEGEND
 Vehicle Body
 Wheel Path
 500mm Clearance



t19.154.sk06b
 16/09/2019
 Scale: 1:700 @ A3





Lot 100(10805) Brand Highway, Cataby
Roadhouse Redevelopment

Main Roads WA: RAV 7 (36.5m B-Triple - 15m Radius)
Truck Exit

LEGEND

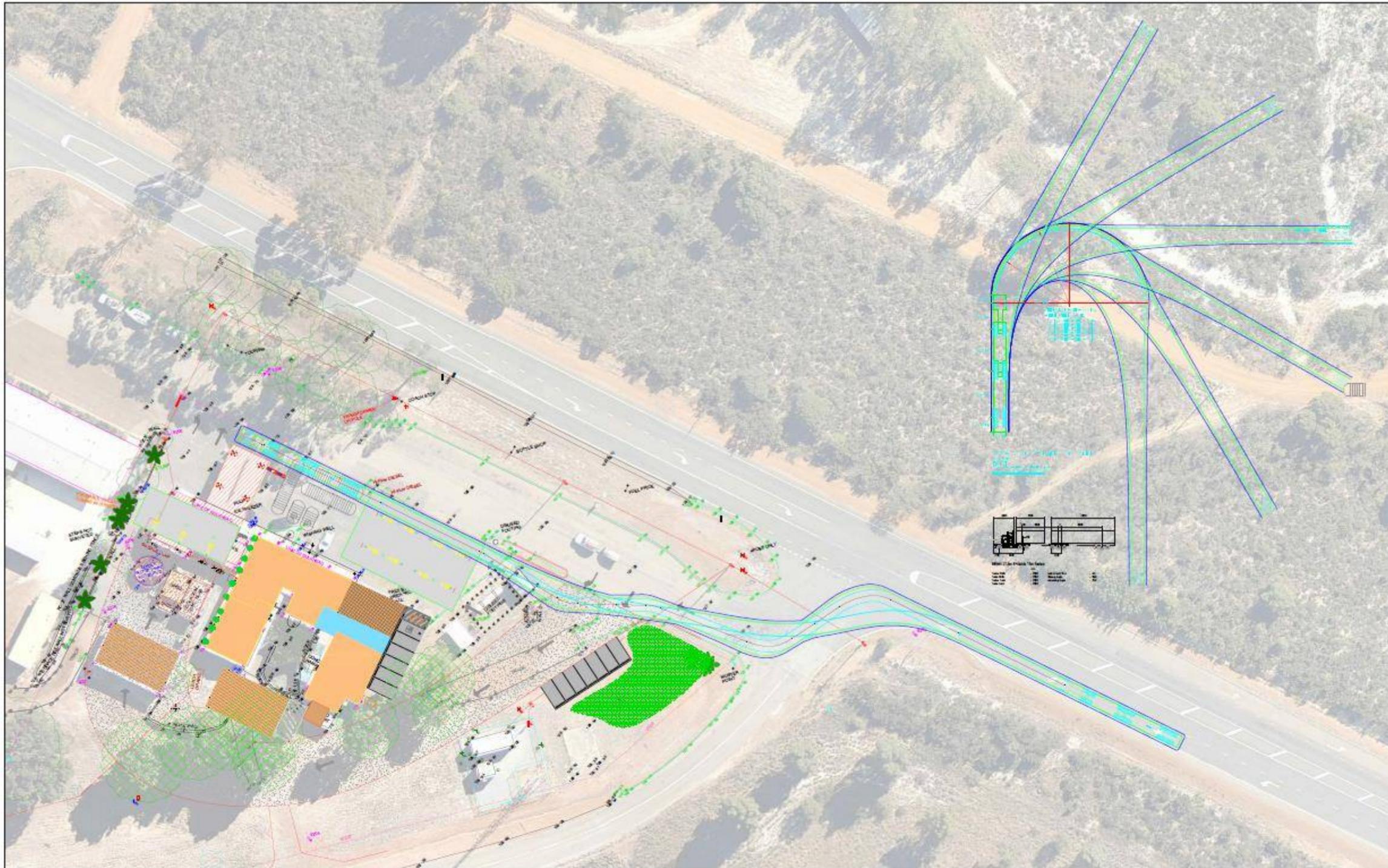
- Vehicle Body
- Wheel Path
- 500mm Clearance

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Scale: 1:700 @ A3





Lot 100(10805) Brand Highway, Cataby
Roadhouse Redevelopment

Main Roads WA: 27.5m B-Double (15m Radius)
Truck Circulation

LEGEND

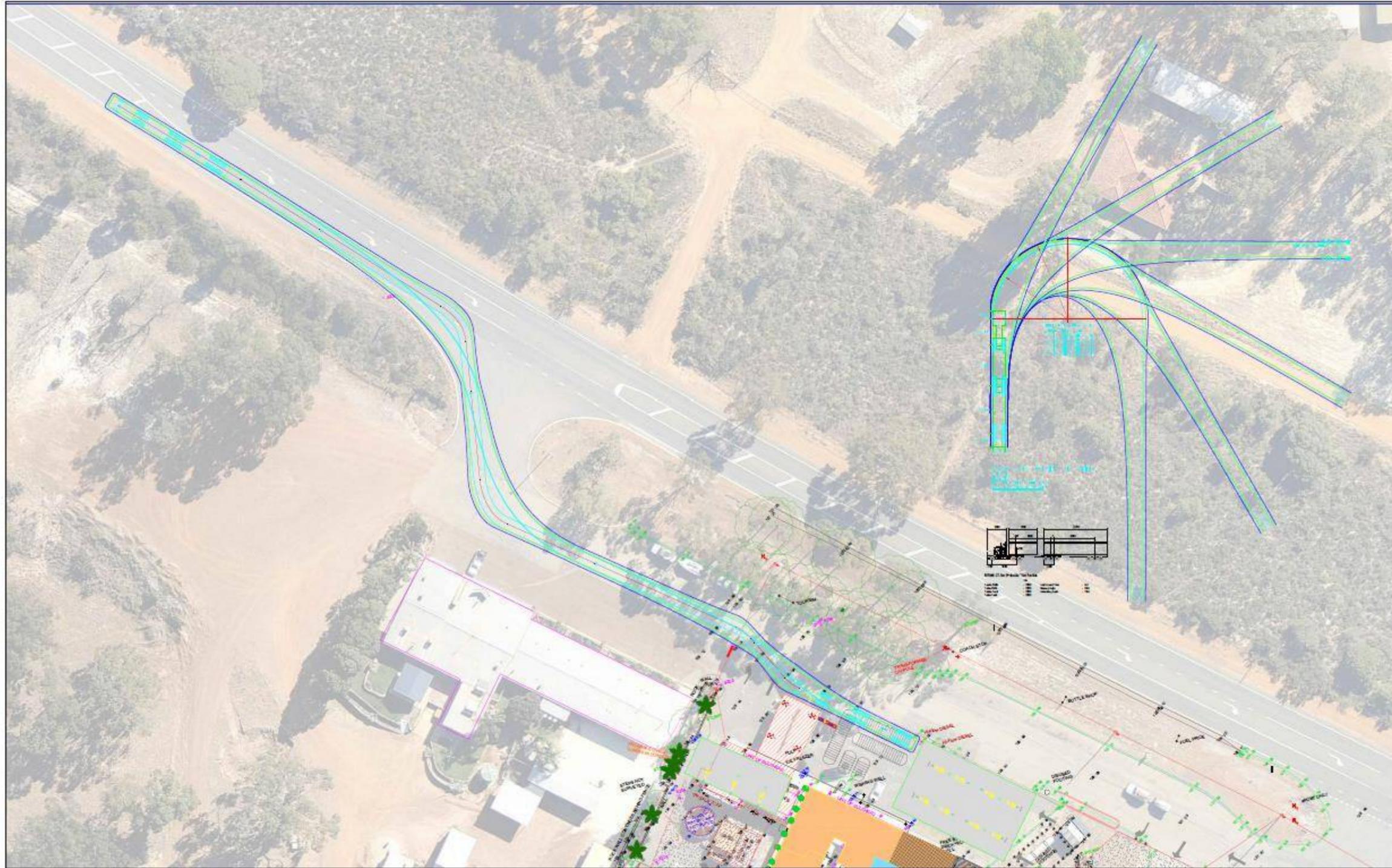
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16/09/2019

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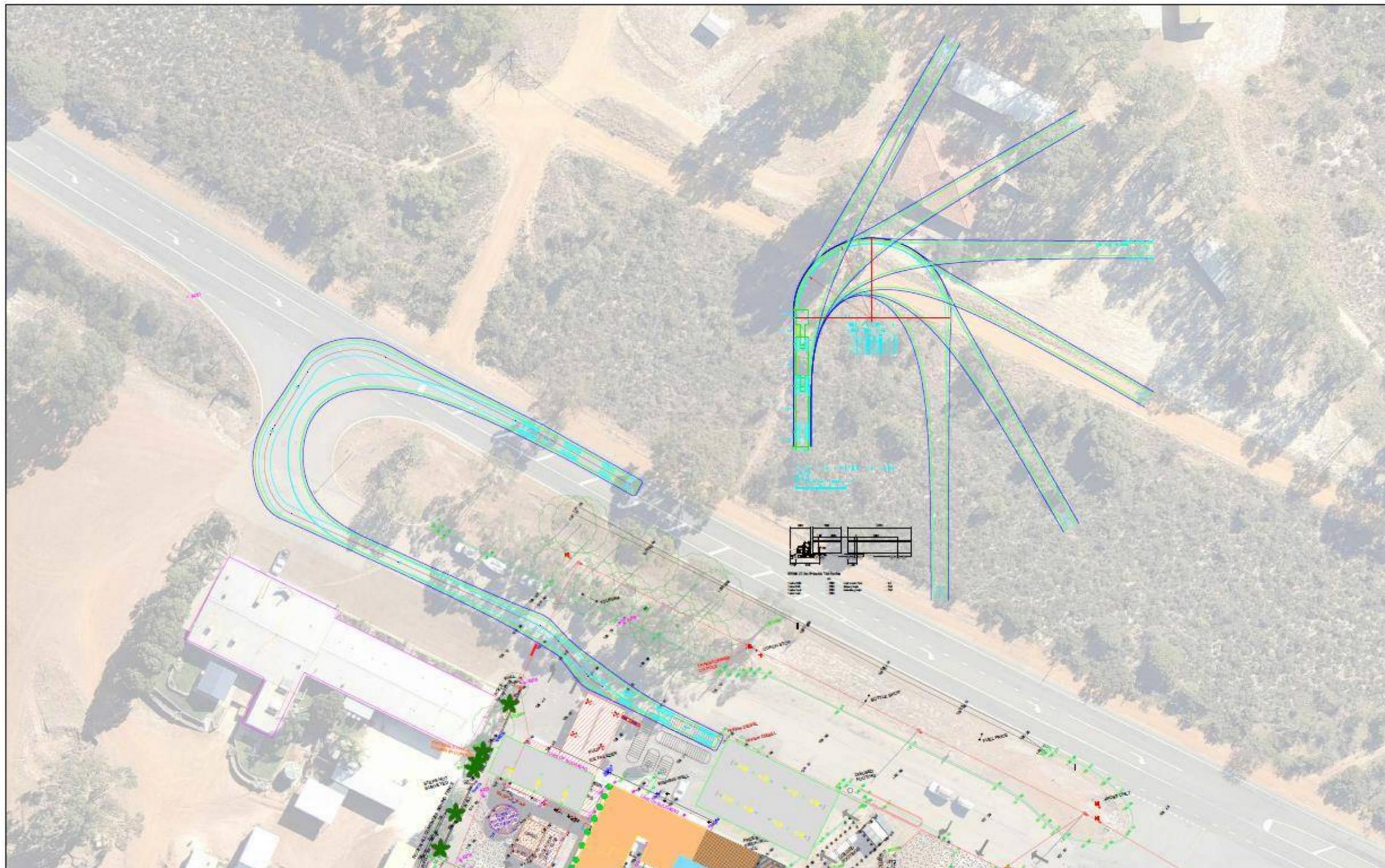


Lot 100(10805) Brand Highway, Cataby
 Roadhouse Redevelopment
 Main Roads WA: 27.5m B-Double (15m Radius)
 Truck Exit

LEGEND
 Vehicle Body
 Wheel Path
 500mm Clearance

t19.154.sk09b
 16/09/2019
 Scale: 1:700 @ A3





Lot 100(10805) Brand Highway, Cataby
Roadhouse Redevelopment

Main Roads WA: 27.5m B-Double (15m Radius)
Truck Exit

LEGEND

Vehicle Body
Wheel Path
500mm Clearance

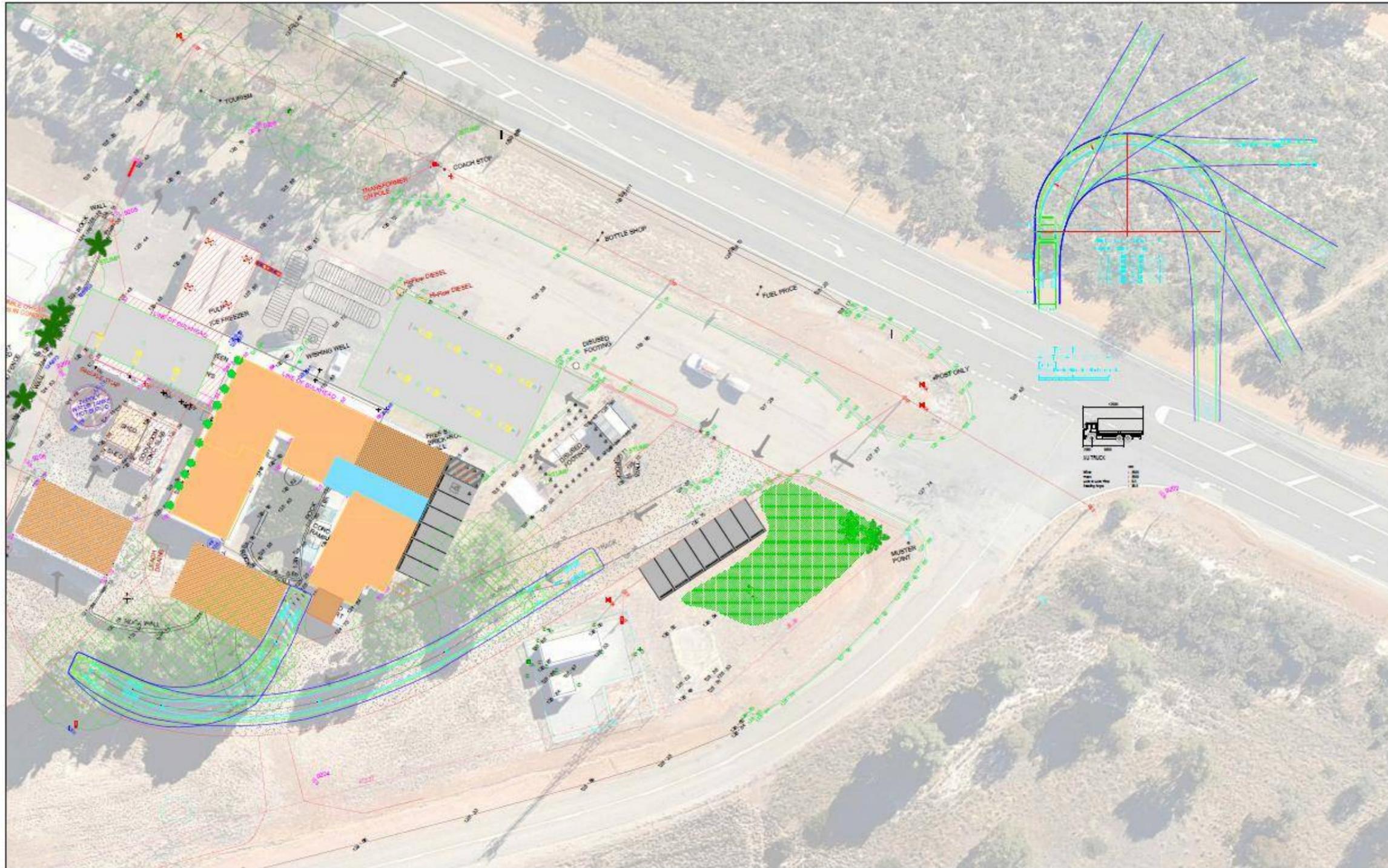


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16/09/2019

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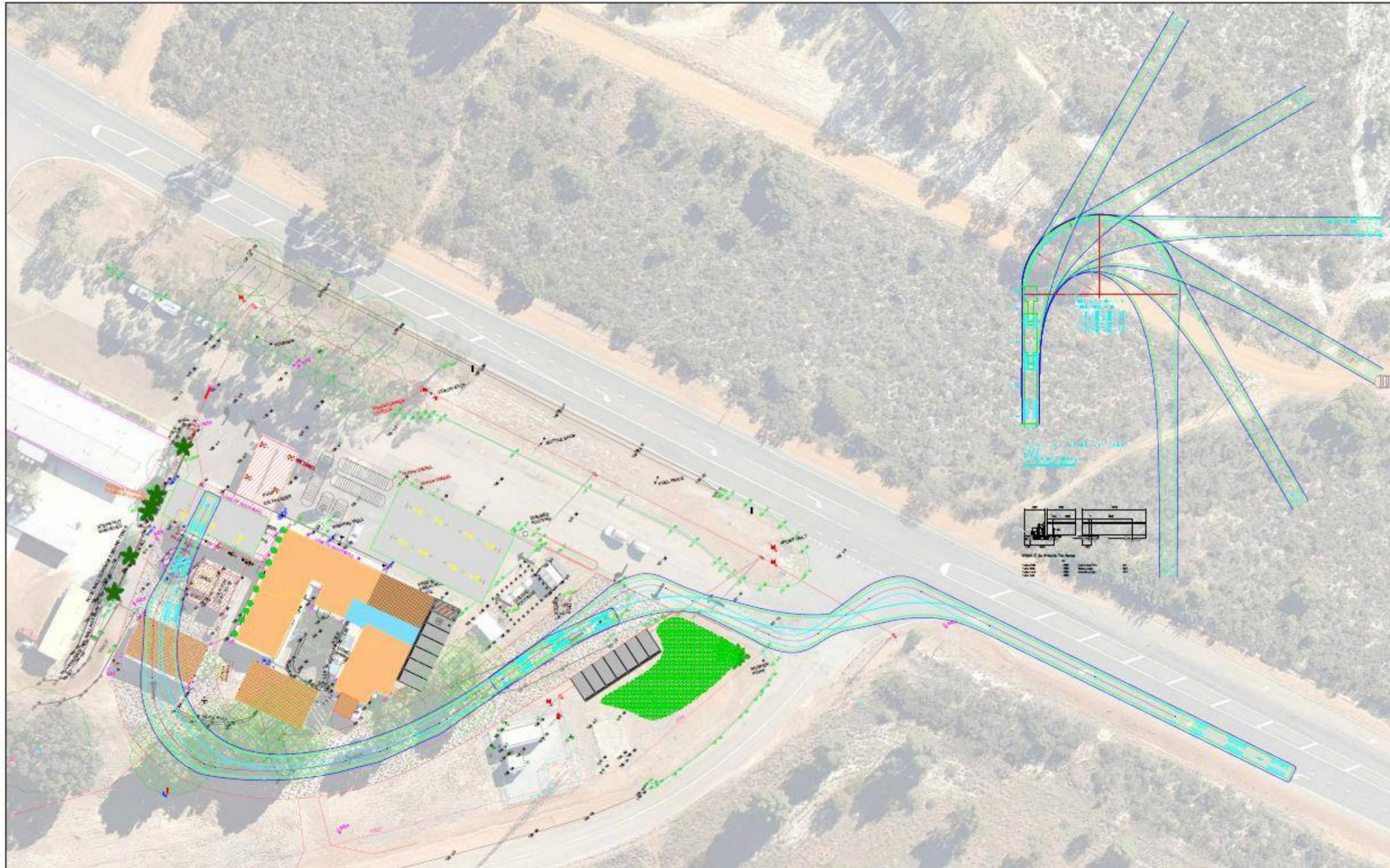


Lot 100(10805) Brand Highway, Cataby
 Roadhouse Redevelopment
 Austroads 2013: 12.5m SU Truck
 Service Vehicle Circulation

LEGEND
 Vehicle Body
 Wheel Path
 500mm Clearance

t19.154.sk11b
 16/09/2019
 Scale: 1:500 @ A3





Lot 100(10805) Brand Highway, Cataby
Roadhouse Redevelopment

Main Roads WA: 27.5m B-Double (15m Radius)
Truck Circulation

LEGEND

Vehicle Body
Wheel Path
500mm Clearance

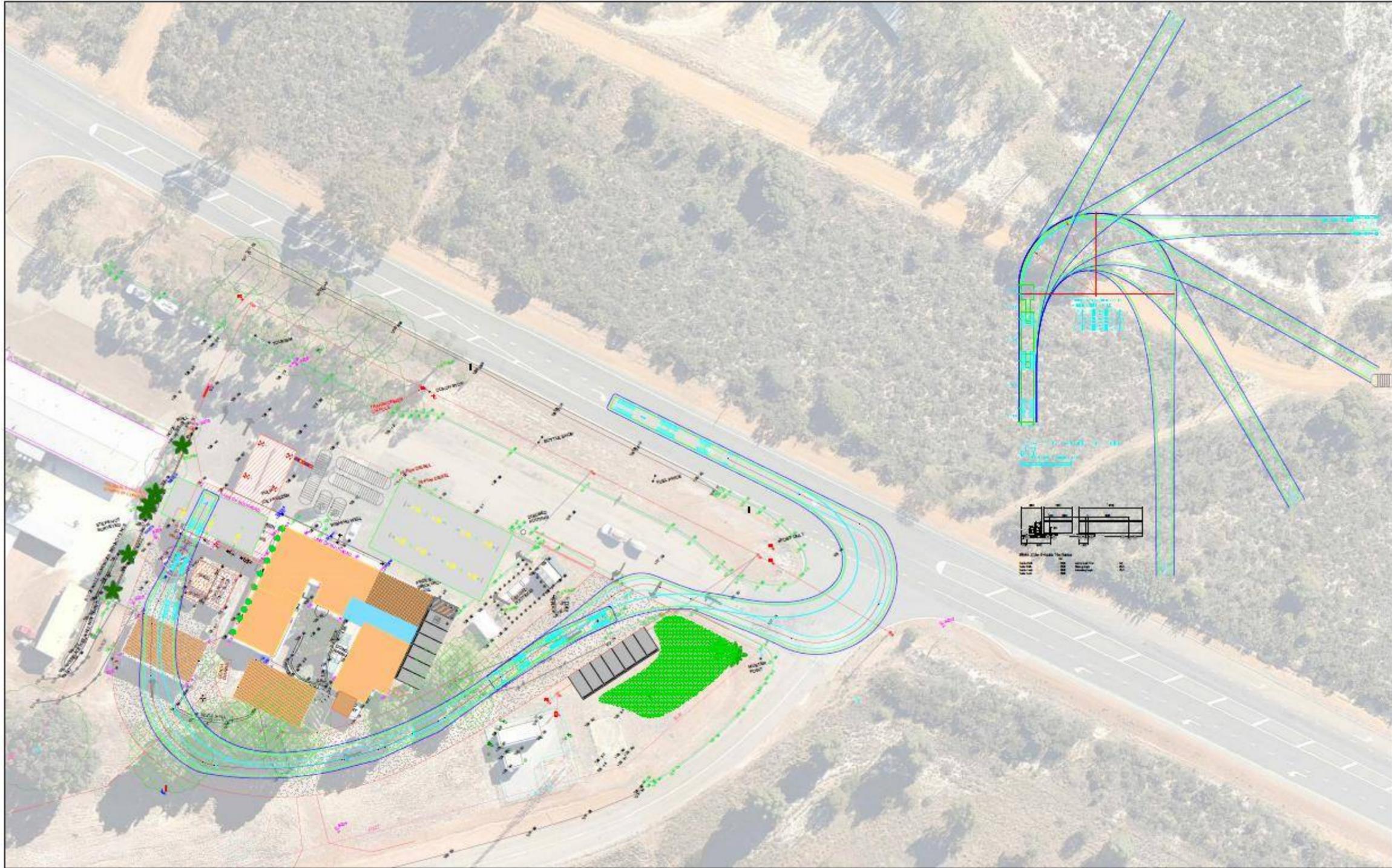


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16/09/2019

Scale: 1:700 @ A3



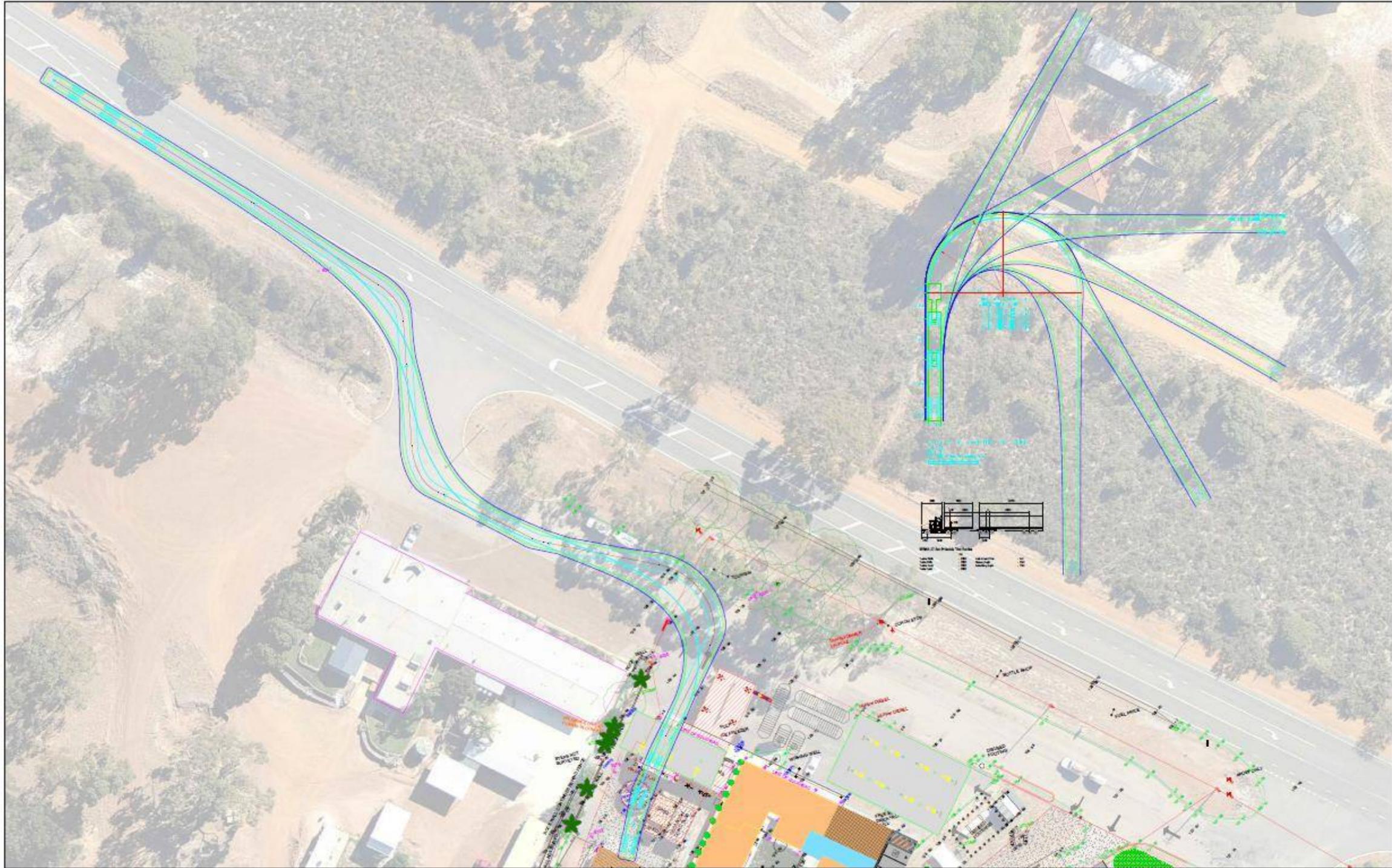


Lot 100(10805) Brand Highway, Cataby
 Roadhouse Redevelopment
 Main Roads WA: 27.5m B-Double (15m Radius)
 Truck Circulation

LEGEND
 Vehicle Body
 Wheel Path
 500mm Clearance

t19.154.sk17
 16/09/2019
 Scale: 1:700 @ A3





Lot 100(10805) Brand Highway, Cataby
Roadhouse Redevelopment

Main Roads WA: 27.5m B-Double (15m Radius)
Truck Exit

LEGEND

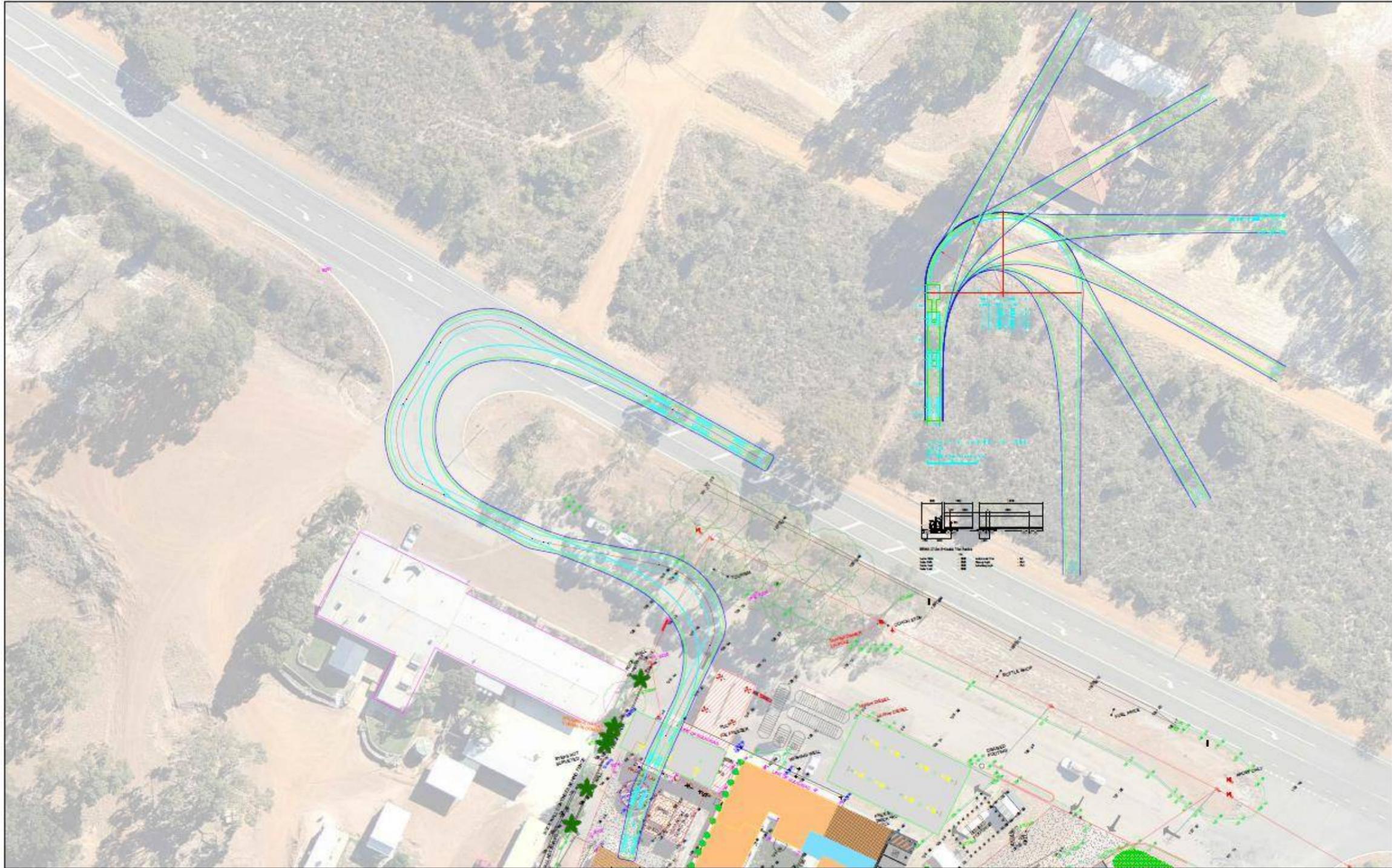
Vehicle Body 
Wheel Path 
500mm Clearance 

t19.154.sk18

16/09/2019

Scale: 1:700 @ A3





Lot 100(10805) Brand Highway, Cataby
Roadhouse Redevelopment

Main Roads WA: 27.5m B-Double (15m Radius)
Truck Exit

LEGEND

Vehicle Body
 Wheel Path
 500mm Clearance

t19.154.sk19

16/09/2019

Scale: 1:700 @ A3



Appendix 6
SPEL Puraceptor

SPEL

PURACEPTOR



Pollution Prevention

Stormwater Treatment & Hydrocarbon Capture

Petrol Stations

Australia

SPEL STORMWATER SOLUTIONS

Standards & Guidelines for Petrol Station Stormwater Pollution Control

There is no Australian Standard for oil/water separators.

There are only guidelines for hydrocarbon discharge limits for stormwater discharge.

All State and territory regulating environmental authorities (or EPA) have guidelines with varying terminology stating that hydrocarbons are not to be visual (10ppm) in stormwater and receiving waters.

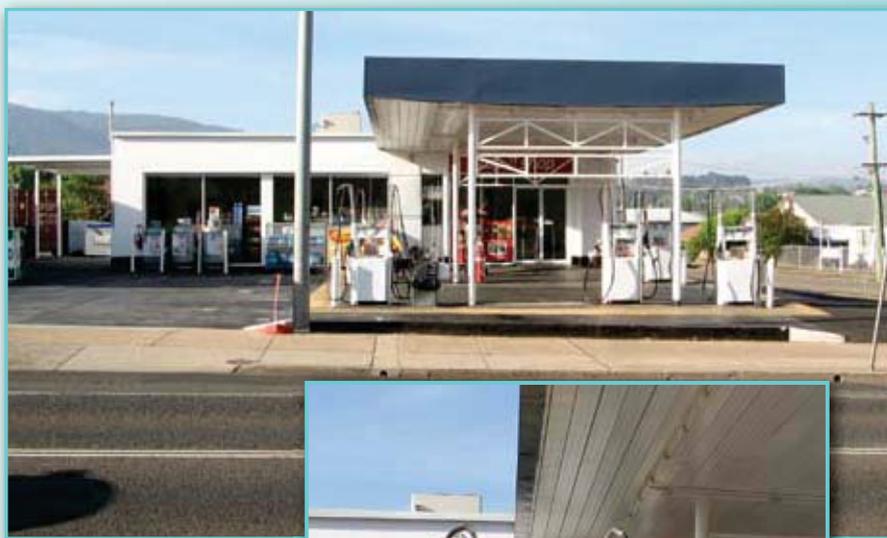
European Standard (oil and petrol separators)

In the absence of an Australian Standard, the European British Standard 858.1 applies when compliance is the regulating issue.

It is the world's most stringent standard for hydrocarbons separation for the use of oil/petrol separators in surface water drainage systems. Prevents the emission of petrol odours.

Australian Runoff Quality

The Australian Runoff Quality A Guide to Water Sensitive Urban Design (Engineers Australia) ISBN 0 85825 852 8 Chapter 9 'Hydrocarbon Management' refers to The Standard and the European Agency UK Oil Separator Selection and Design` for petrol stations.



Picture shows an under-sized canopy with fuel pumps outside the canopy dripline



Non-Compliant Sites

Petrol stations with the following defects.

- Canopy drip line that does not allow for the 10 degree inset
- Fuel hose line that reaches outside the drip line
- Fuel bowsers that have no canopy
- Defective Oil/Water plate separator (Sewer connected)



Picture shows a common site at petrol stations - uncovered fuel pumps.



Picture shows a defective forecourt design with oils and fuels discharging directly to the street drain.



Unseemly & highly visible hydrocarbons polluting the stormwater. The concentration in the picture is in excess of 100ppm

Solution for Non-Compliant Petrol Stations

SPEL Puraceptor Class 1 stormwater treatment system is a solution for the treatment, capture and retention of hydrocarbons off petrol stations.

SPEL Puraceptor Class 1 can rationalize the existing use of service stations in conformity with the applicable environmental guidelines and put in place ongoing operational measures to prevent the likelihood of contamination in the case of an unforeseen future event.

SPEL's Puraceptor Class 1 oil/water separator is connected to the stormwater [provides the site with the highest degree of environmental protection; - a protection that complies with the councils, and the EPA's guidelines.]



Petrol forecourt and surrounds at a busy metropolitan petrol station rendered compliant. The catchment consists of a grated drain encompassing the complete perimeter of the under-sized canopy. Surface water and forecourt runoff drains to the Puraceptor located under the two trafficable covers in the foreground.

Puraceptor Benefits

- Full retention Class 1 treatment oil/water separator. It treats all liquid. There is no bypass.
- Complies with federal and state government regulating environmental guidelines for water quality.
- University tested and certified to independent European Standard EN BS 858.1 for the capture and retention of hydrocarbons with a discharge quality of no visible trace from a tested inflow concentration of 5,000ppm.
- Capture and contain oil/fuel spillages.
- Can be sized to capture and contain a spill from a refuelling tanker and prevent discharge to stormwater.
- Passive gravity function ensuring treatment is continuous.
- Equipped with an intrinsically safe oil alert probe providing regular detection for oil build-up. Set to alarm when oil hydrocarbons attain 10% of the chamber's volume.
- Oil alert probe enables 'self-monitoring', suitable for unmanned and remote locations.
- Equipped with a flame trap ensuring fire water is extinguished.
- Equipped with a vapour trap preventing vapours from discharging and preventing the emission of odours.
- Water tight structure
- Minimum 50 years life span.
- Low frequency and low cost maintenance
- Operations & Maintenance manual with a ledger for accurate recording of maintenance operations.
- Maintenance performed from ground level; no entering of tank is required, satisfying O.H. & S. requirements.

Puraceptor Certification

Australian Independent Tests

The Puraceptor has been independently tested at Australia's pre-eminent hydraulics research facility, the University of South Australia (UNISA), and at the UK's leading hydraulics research faculty HR Wallingford.

- NATA analysis of the tests shows a water quality of 'no visible trace' of hydrocarbons from an inflow concentration of 5,000ppm.

In-Situ Testing

NATA analysis of Puraceptors operating at similar applications in Australia reveal 'no detection' of hydrocarbons from a captured concentration of 8,000ppm.

Council Approvals

The increasing awareness by councils of the superior European Standard has prompted many to review their current procedures and in only the past eighteen months over sixty councils have approved SPEL for service stations and similar applications with units' already operational in excess of forty sites.

Independently tested for reducing the average annual loads:

- ✓ 97% total suspended solids (TSS)
- ✓ 100% > 5mm gross pollutant solids (GP)
- ✓ 99.9% light liquids (TPH)
(certified discharge quality of 5PPM or less, European standard BSEN 858.1 2006)
- ✓ >45% total phosphorous
- ✓ >45% total nitrogen
- ✓ >90% heavy metals



MAINTENANCE

- Designed for high performance and low maintenance over a long life span
- Visible oils (TPH) are skimmed from the surface of the water level
- Easy and safe to access and clean, with access shafts positioned on all chambers.
- No entering of the unit is required
- Not mandatory for the unit to be cleaned every 3 months.
- Only oils, sediment and gross pollutants need to be removed. All stormwater does not require removal.
- The cylindrical design ensures sediment collects easily on the floor of the chambers effecting easy, quick removal. There are no square corners or unreachable cavities and recesses.
- Waste is removed by a vacuum loading truck. (Suction truck)



Stormwater discharge quality is < 1.86 mg/l hydrocarbon content exceeding the Environmental Protection Agency (E.P.A.) requirements of 10mg/l hydrocarbon content.

Test sampling access: Field test discharged samples are taken from sampling point and analysed by NATA accredited laboratories.



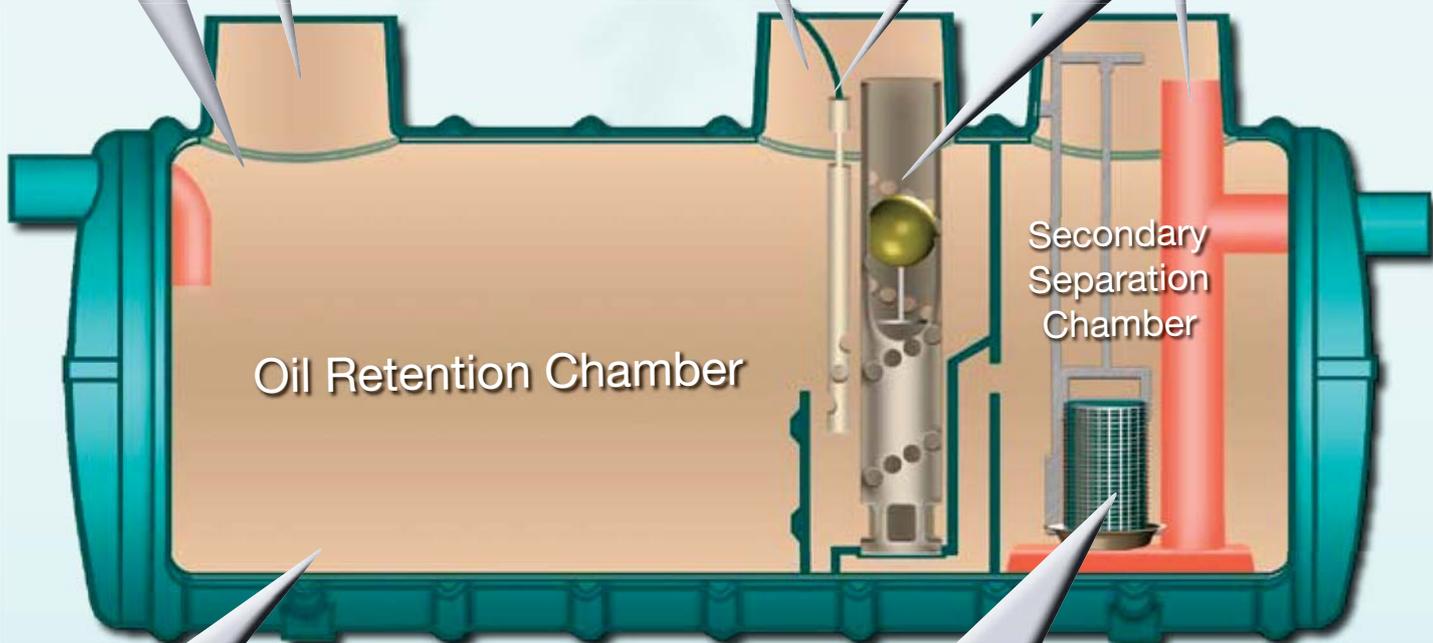
The probe is freely suspended in the probe protection tube in the separator at the correct level. When the oil-layer or depth of hydrocarbons reaches the predetermined level, the top of the probe will be immersed in the oil, breaking the circuit and activating the alarm. It is intrinsically 'fail-safe' system providing complete assurance that is operative. If a fault occurs it will be signaled immediately.



SPEL® PURACEPTOR tanks contain an immersed inlet dip pipe to extinguish flames and prevent inflammable vapours from passing through to the drainage system. Complies with Section 6.3.4 of BS EN 858.1.2006. SPEL PURACEPTOR can withstand temperatures of up to 140°C.



The AUTOMATIC CLOSURE DEVICE (A.C.D.) is a precisely engineered device comprising a water-buoyant ball that is sensitive to any change in the water density as a consequence of light liquids build up, thereby automatically activating a process of depressing the A.C.D. to SHUT OFF the separator, preventing pollutants from discharging to drains and waterways.



Oil Retention Chamber

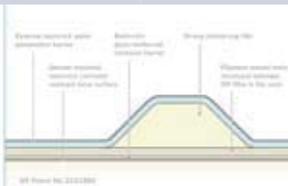
Secondary Separation Chamber

SPEL® PURACEPTOR units are glass reinforced plastic vessels made by the technical advanced chop hoop filament winding process (patented) producing circumferential and longitudinal strength complying with AS 2634-1983 for tank design.



Laminate construction

- Tank shell designed in accordance with AS2634-1983 (SA 578)
- Filament wound shells are lightweight, but have great strength and durability and carry a 25 year warranty.
- Life expectancy in excess of 50 years.
- Smooth, high gloss, corrosion resistant, non-porous internal surface.
- External 'flow coat' water penetration barrier.



SPEL PURACEPTOR Class 1 separators incorporate coalescer units. They consist of a quality stainless steel mesh container with an adjustable handle and high volume reticulated foam insert.

The coalescer unit is mounted in the second chamber, providing a coalescence process for the separation of smaller globules of light liquid pollutants before final discharge to stormwater.



SPEL PURACEPTOR™
OIL CAPTURE & CONTAINMENT

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ACT
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NZ
+64 9 276 9045

NSW / NT
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QLD
07 3390 8677

SA
08 8275 8000

VIC / TAS
03 5274 1336

WA
08 9350 1000

Appendix 7
Effluent Disposal Technical Advice

Our Ref: S1920075

Friday, 11 October 2019

Attention: The Manager
Liberty Oil Corporation Pty Ltd



Liberty Oil- Cataby Service Station

Hi David,

Thanks for your time over the phone yesterday. Based on the attached layout at 10805 Brand Highway, Cataby, WA and existing oxidisation pond plans. I have determined the following design sewerage loading and area of onsite disposal in the existing oxidation pond:

Building	Gross Floor Area (m2)	Sewerage Flow (L/day/100m2)	Total Sewerage Flow (L/day)
Existing Shop, proposed extension and toilet building (Refer note 1)	449	250	1122.5
Existing Caretaker residence (2 bedroom, refer note 2)	N/A	N/A	564
Existing Accommodation building (6 bedroom, refer note 3)	N/A	NA	900
		Q=	2587

Note

1. 250L/day/100m2 based from Table A of "Planning Guidelines for Water Supply and Sewerage" March 2014
2. Volume of waste water 564L/day based on "Supplement to Regulation 29 and Schedule 9 - Wastewater system loading rates"
3. Volume of waste water 150L/day/bedroom based on "Supplement to Regulation 29 and Schedule 9 - Wastewater system loading rates"

The sewerage design loads will be very similar to what currently discharges from the site and there will be no additional fixtures as part of the development. The sanitary drainage from the site currently flows to an existing septic tank and then through pipework to two existing oxidation ponds in series that is approximately 270m away from the site. The existing oxidation ponds are used to: stabilise carbon-rich wastewater containing solids, assist in the reduction of disease-causing microbes, settle out and degrade suspended solids, contain and/or solar evaporate wastewater.

The existing soil type is a sand material and from site photos its noted that only one of the oxidation ponds contained effluent with the other being dry which shows redundancy in the system. Based on AS1547 Table L1 the DLR is 20 (mm/day) for a weakly structured sand loam and a daily flow of 2587L/day flowing into the oxidation ponds would require a onsite disposal area of 129m² ($A=Q/DLR$, $129m^2=2.587m^3/0.02m$) which is less than the available onsite disposal area is 159m² within each basin is that has available capacity of approximately 107m³ before it goes through overflow pipe to the other oxidation basin.

Based on the above sewerage design loading and the existing oxidation basin will be adequate for the proposed development. The existing septic tank and oxidation ponds should have maintenance completed as required such as desludging and replace any damaged components and then inspected on an annual basis to ensure that the system is functioning correctly.

If you have any queries or questions please don't hesitate to contact me.

Yours faithfully,
KEHOE MYERS CONSULTING ENGINEERS PTY LTD

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John Pikramenos
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Björn Jachmann
Grant Parker



Appendix 8
Bushfire Management Plan and Bushfire Risk
Management Plan



Bushfire Management Plan
Development Application: Lot 100 Brand Highway,
Cataby

Liberty Oil Australia

DOCUMENT TRACKING

Project Name	Bushfire Management Plan Development Application: Lot 100 Brand Highway, Cataby
Project Number	19PER-13680
Project Manager	Daniel Panickar
Prepared by	James Leonard, Stephen Moore and Daniel Panickar
Reviewed by	Daniel Panickar (BPAD Level 2 - 37802)
Approved by	Bruce Horkings (BPAD Level 3 - 29962)
Status	Final
Version Number	v4
Last saved on	3 October 2019

This report should be cited as 'Eco Logical Australia 2019. *Bushfire Management Plan*: Development Application: Lot 100 Brand Highway, Cataby. Prepared for Liberty Oil Australia.'

ACKNOWLEDGEMENTS

This document has been prepared by Eco Logical Australia Pty Ltd with support from Planning Solutions

Disclaimer

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Template 2.8.1

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1. Introduction

1.1 Proposal details

Eco Logical Australia (ELA) was commissioned by Planning Solutions, on behalf of Liberty Oil Australia to prepare a Bushfire Management Plan (BMP) to support a development application (DA) being prepared for the redevelopment of a service station located at Lot 100 Brand Highway, Cataby (herein referred to as the subject site, Figure 1).

The proposed development will include upgrade of buildings, canopies, carparks etc. at the existing Liberty roadhouse as depicted in Figure 1 and Figure 2.

The proposed development will not result in an intensification of land use.

The subject site is within a designated bushfire prone area as per the Western Australia State Map of Bush Fire Prone Areas (DFES 2019; Figure 3), which triggers bushfire planning requirements under *State Planning Policy 3.7 Planning in Bushfire Prone Areas* (SPP 3.7; WAPC 2015) and reporting to accompany submission of the DA in accordance with the associated *Guidelines for Planning in Bushfire Prone Areas v 1.3* (the Guidelines; WAPC 2017).

This assessment has been prepared by ELA Bushfire Consultants James Leonard, Stephen Moore and Senior Bushfire Consultant, Daniel Panickar (FPAA BPAD Certified Practitioner No. BPAD37802-L2.) with quality assurance undertaken by Senior Bushfire Consultant, Bruce Horkings (FPAA BPAD Level 3 Certified Practitioner No. BPAD29962-L3).

1.2 Purpose and application of the plan

The primary purpose of this BMP is to act as a technical supporting document to inform planning assessment.

This BMP is also designed to provide guidance on how to plan for and manage the bushfire risk to the subject site through implementation of a range of bushfire management measures in accordance with the Guidelines.

SPP 3.7 (Policy Measure 6.6) requires development applications for high-risk land uses (such as petrol stations) in areas between BAL-12.5 and BAL-29 to be accompanied by an emergency evacuation plan and/or a risk management plan for any flammable on-site hazards. A Bushfire Risk Management Plan (BRMP) has been prepared by ELA for the proposed development (ELA 2019).

1.3 Environmental considerations

Some bushfire prone areas also have high biodiversity values. SPP 3.7 policy objective 5.4 recognises the need to consider bushfire risk management measures alongside environmental, biodiversity and conservation values.

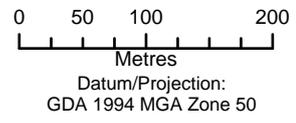
No clearing of native vegetation is proposed for this development within the subject site.

No revegetation is proposed as part of the development and landscaping will be maintained in a low-threat state.

Figure 1: Site Overview



- Legend**
-  Subject site
 -  100m site assessment
 -  150m site assessment



Datum/Projection:
GDA 1994 MGA Zone 50



Figure 2: Site Plan

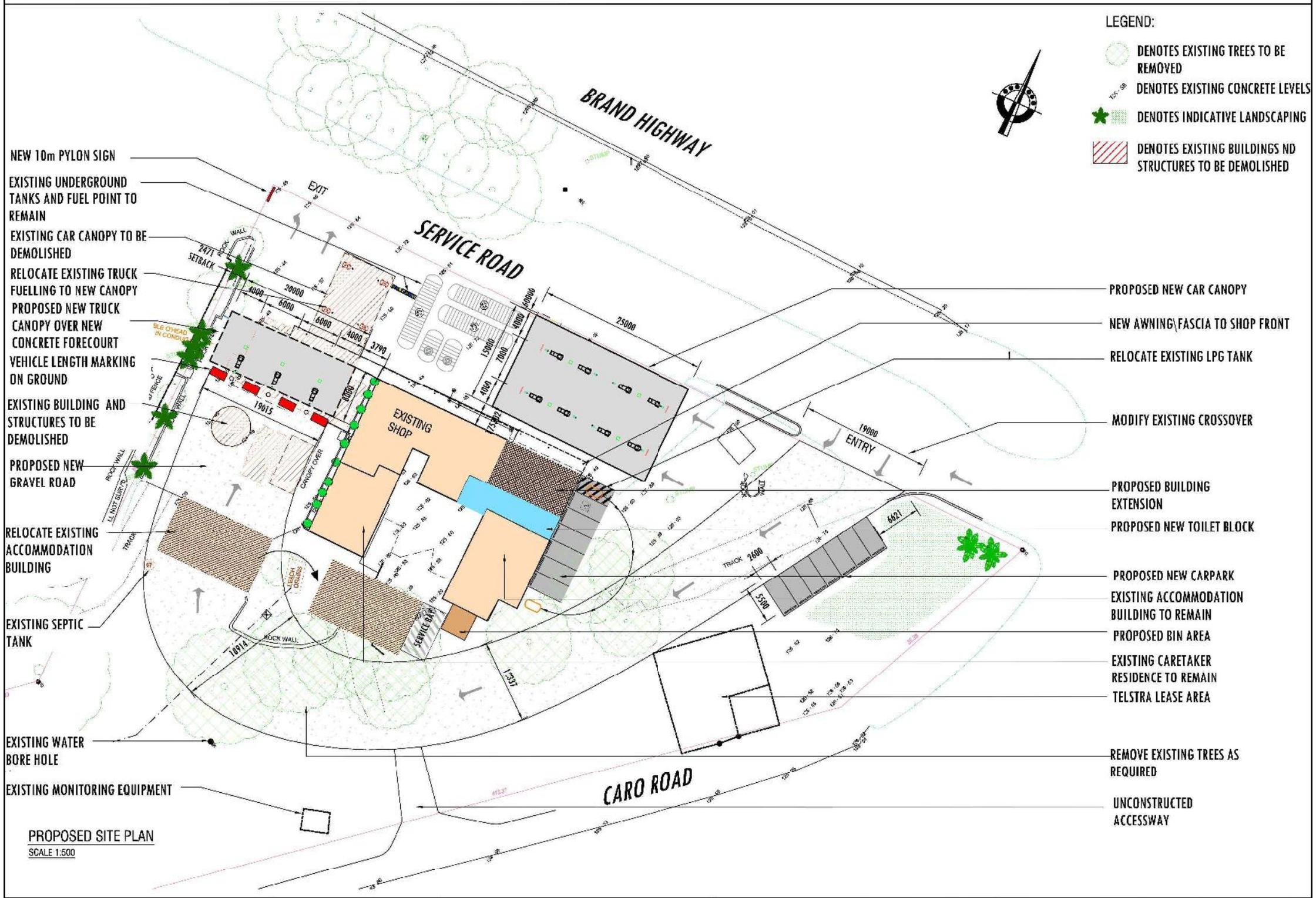
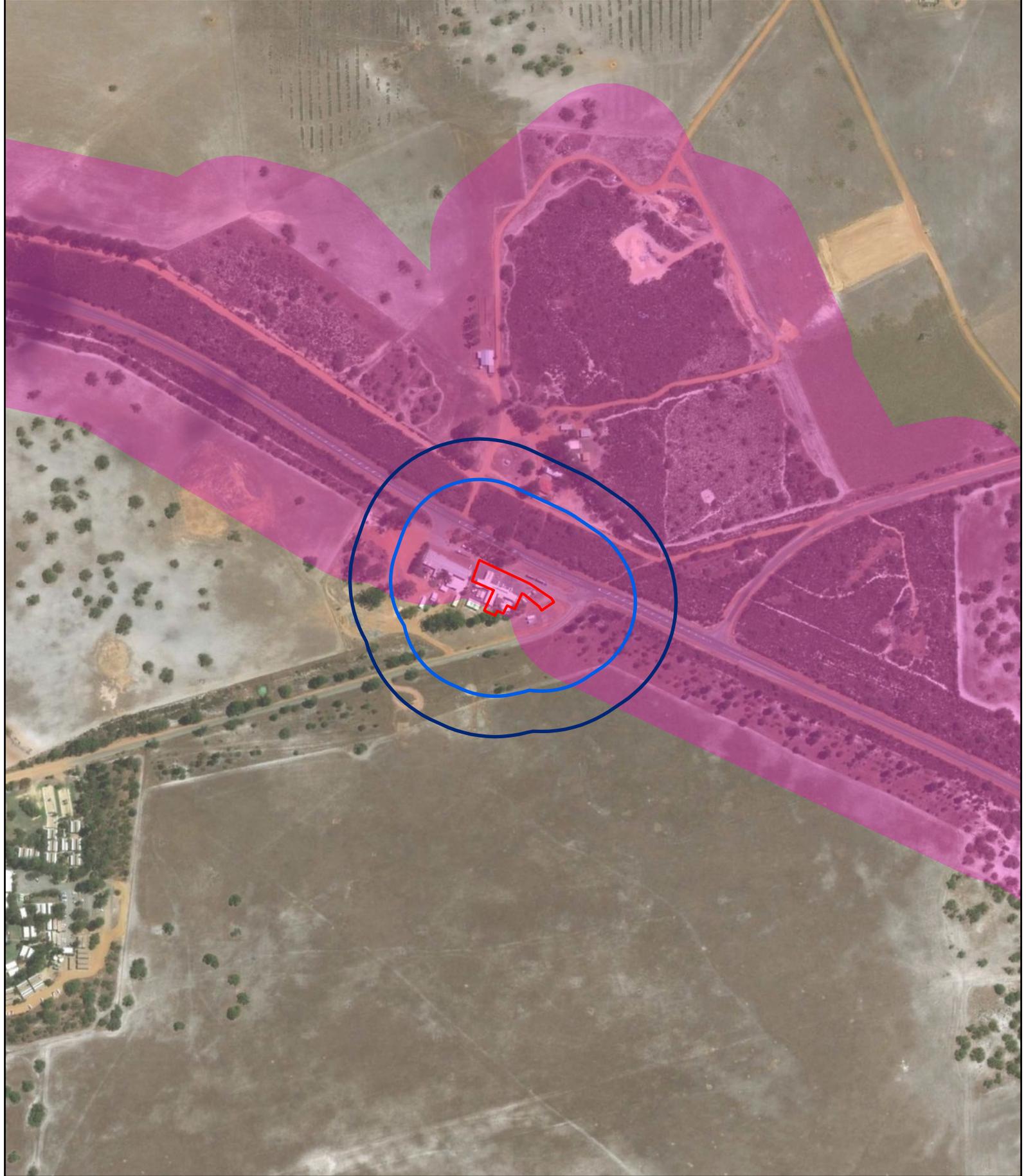


Figure 3: Bushfire Prone Areas



- Legend**
-  Subject site
 -  100m site assessment
 -  150m site assessment
 -  Bushfire Prone Mapping (DFES 2019)

0 50 100 200
Metres
Datum/Projection:
GDA 1994 MGA Zone 50



2. Bushfire assessment results

2.1 Bushfire assessment inputs

The following section is a consideration of spatial bushfire risk and has been used to inform the bushfire assessment in this report.

2.1.1 General

The subject site is located in the Shire of Dandaragan and is bound by: Brand Highway to the north; previously cleared areas and roadside vegetation to the east, Caro Road and rural land/mining operations to the south and rural land to the west (Figure 1).

Visual assessment of surrounding vegetation did not identify any recent fire scars and fire history was not able to be determined. Accumulation of vegetative matter over time, combined with the moderate to high risk of ignition associated with high levels of public access would potentially facilitate a bushfire occurrence in this area.

2.1.2 Fire Danger Index

A blanket rating of FDI 80 is adopted for Western Australian environments, as outlined in AS 3959–2018 and endorsed by Australasian Fire and Emergency Service Authorities Council (AFAC).

2.1.3 Vegetation classification

Vegetation within the subject site and surrounding 150 m (the assessment area) was assessed in accordance with the Guidelines and AS 3959-2018 *Construction of Buildings in Bushfire Prone Areas* (SA 2018) with regard given to the *Visual guide for bushfire risk assessment in Western Australia* (DoP 2016). The site inspection was undertaken on 15 July 2019.

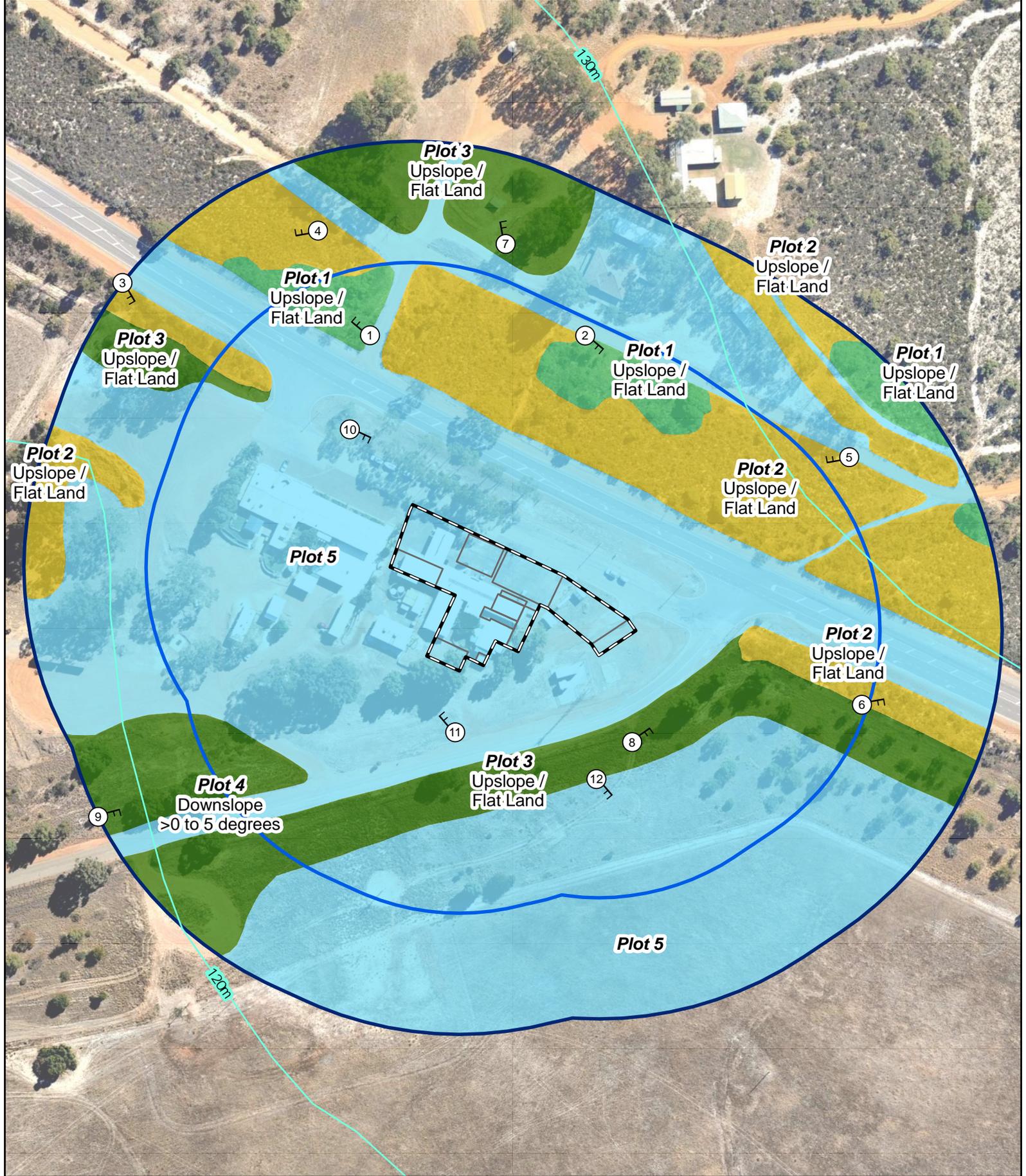
The following vegetation classes and exclusions were identified within the assessment area as depicted in Figure 4 and listed below. Photographs relating to each vegetation type are included in Appendix A:

- Class B woodland;
- Class D scrub;
- Class G grassland; and
- Exclusions as per clause 2.2.3.2 (e) and (f) (i.e. non-vegetated areas and low-threat vegetation).

2.1.4 Topography and slope under vegetation

Effective slope under vegetation was assessed for a distance of 150 m from the subject site in accordance with the Guidelines and AS 3959-2018 and is depicted in Figure 4. Slope under classified vegetation ranged from downslope >0 to 5 degrees downslope to upslope / flat land.

Figure 4: Vegetation Classification



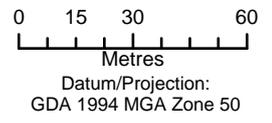
Legend

- Subject site
- Subject building
- 100m site assessment
- 150m site assessment
- Contour (5m)

Photo location

Vegetation classification

- Class B woodland
- Class D scrub
- Class G grassland
- Excluded as per clause 2.2.3.2 (e) and (f)



2.2 Bushfire assessment outputs

A Bushfire Attack Level (BAL) assessment has been undertaken in accordance with SPP 3.7, the Guidelines, AS 3959-2018 and the bushfire assessment inputs in Section 2.1.

2.2.1 Bushfire Attack Level (BAL) assessment

All land located within 100 m of the classified vegetation depicted in Figure 4 is considered bushfire prone and is subject to a BAL assessment in accordance with AS 3959-2018.

A Method 1 BAL assessment (as outlined in AS 3959-2018) has been completed for the proposed development and incorporates the following factors:

- State adopted Fire Danger Index (FDI) rating;
- Vegetation class;
- Slope under classified vegetation; and
- Distance between proposed development area and the classified vegetation.

Based on the identified BAL, construction requirements for proposed buildings can then be assigned. The BAL rating gives an indication of the expected level of bushfire attack (i.e. radiant heat flux, flame contact and ember penetration) that may be received by proposed buildings and subsequently informs the standard of construction required to increase building survivability.

2.2.2 Method 1 BAL assessment

Table 1 and Figure 5 display the Method 1 BAL assessment (in the form of BAL contours) undertaken for the proposed development in accordance with AS 3959-2018 methodology. The results show that all proposed buildings and above-ground structures within the subject site (e.g. canopies, bowsers, retail stores etc.) are located in areas subject to BAL-12.5.

The Guidelines state:

The bushfire construction requirements of the Building Code of Australia only apply to certain types of residential buildings (being Class 1, 2 or 3 buildings and/or Class 10a buildings or decks associated with a Class 1, 2 or 3 building) in designated bushfire prone areas. As such, AS 3959 does not apply to all buildings. Only vulnerable or high-risk land uses that fall within the relevant classes of buildings as set out in the Building Code of Australia will be required to comply with the bushfire construction requirements of the Building Code of Australia. As such, the planning process focuses on the location and siting of vulnerable and high-risk land uses rather than the application of bushfire construction requirements.

Majority of the proposed structures are not Class 1, 2 or 3 buildings and/or Class 10a buildings or decks associated with a Class 1, 2 or 3 building. As such, construction to AS 3959-2018 is not required for these aspects of the proposal. The general fire safety construction provisions within the National Construction Code (NCC) are considered suitable for bushfire construction measures, however ember protection measures in sections 3 and 5 of AS 3959-2018 are recommended to be incorporated where applicable.

Table 1: Method BAL Calculation (BAL contours)

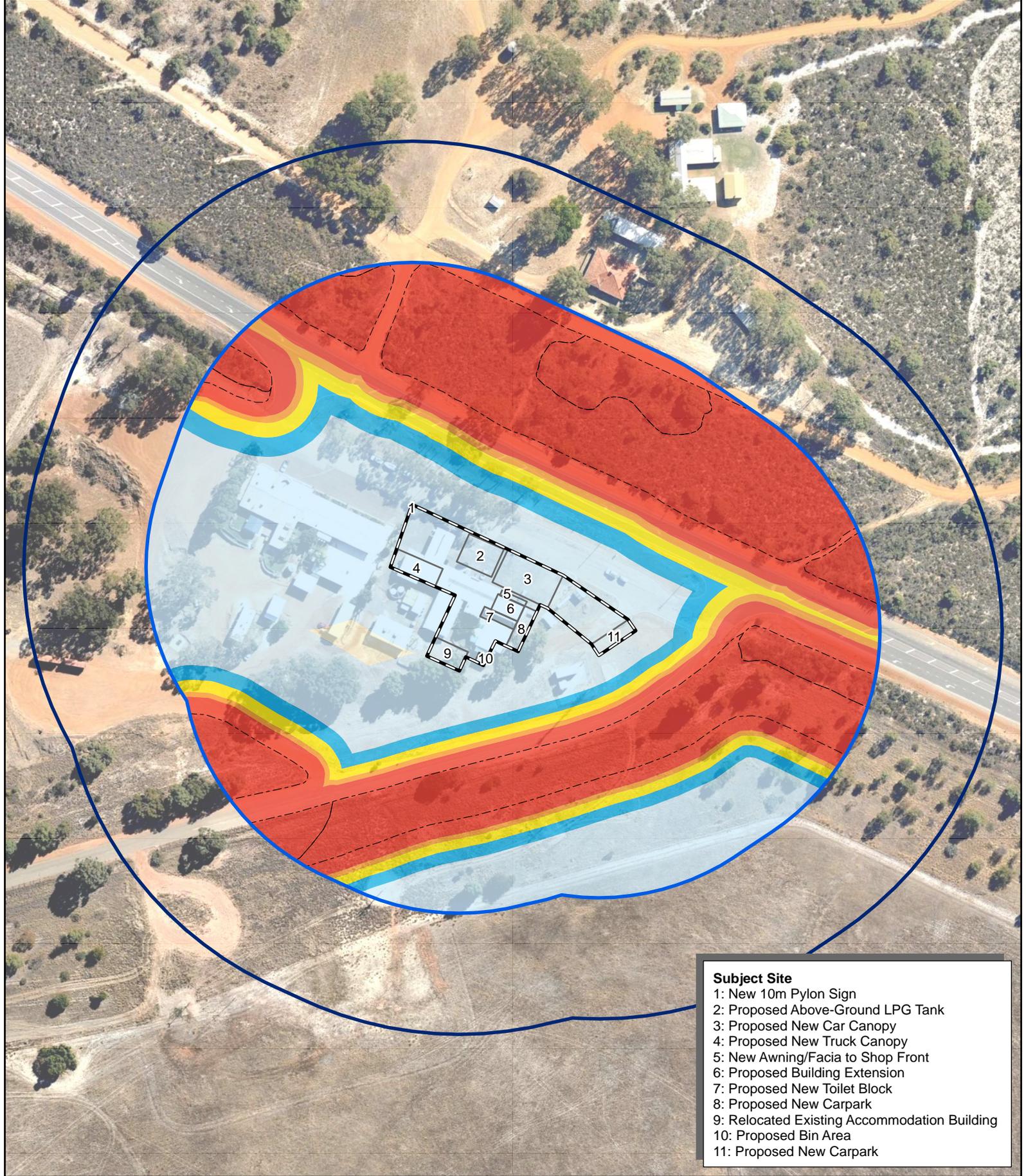
Plot and vegetation classification	Effective slope	Hazard separation distance (m)	BAL rating	Comment
Plot 1 Class B woodland	Upslope/flat	<10	BAL-FZ	No new structures proposed in this area
		10-<14	BAL-40	No new structures proposed in this area
		14-<20	BAL-29	No new structures proposed in this area
		20-<29	BAL-19	No new structures proposed in this area
		29-<100	BAL-12.5	Development proposed in this area
Plot 2 Class D scrub	Upslope/flat	<10	BAL-FZ	No new structures proposed in this area
		10-<13	BAL-40	No new structures proposed in this area
		13-<19	BAL-29	No new structures proposed in this area
		19-<27	BAL-19	No new structures proposed in this area
		27-<100	BAL-12.5	Development proposed in this area
Plot 3 Class G grassland	Upslope/flat	<6	BAL-FZ	No new structures proposed in this area
		6-<8	BAL-40	No new structures proposed in this area
		8-<12	BAL-29	No new structures proposed in this area
		12-<17	BAL-19	No new structures proposed in this area
		17-<50	BAL-12.5	Development proposed in this area
Plot 4 Class G grassland	Downslope >0 to 5 degrees	<7	BAL-FZ	No new structures proposed in this area
		7-<9	BAL-40	No new structures proposed in this area
		9-<14	BAL-29	No new structures proposed in this area
		14-<20	BAL-19	No new structures proposed in this area
		20-<50	BAL-12.5	No new structures proposed in this area
Plot 5 Excluded as per clause 2.2.3.2 (e) and (f) of AS3959- 2018		N/A		

2.3 Identification of issues arising from the BAL assessment

All proposed buildings will be located in areas subject to a BAL rating of BAL-12.5 or lower.

Should there be any changes in development design or vegetation/hazard extent that requires a modified bushfire management response, then the above BAL ratings will need to be reassessed for the affected areas and documented in a brief addendum to this BMP.

Figure 5: Bushfire Attack Level (BAL) Contours



- Subject Site**
- 1: New 10m Pylon Sign
 - 2: Proposed Above-Ground LPG Tank
 - 3: Proposed New Car Canopy
 - 4: Proposed New Truck Canopy
 - 5: New Awning/Facia to Shop Front
 - 6: Proposed Building Extension
 - 7: Proposed New Toilet Block
 - 8: Proposed New Carpark
 - 9: Relocated Existing Accommodation Building
 - 10: Proposed Bin Area
 - 11: Proposed New Carpark

- Legend**
- Subject site
 - Subject building
 - 100m site assessment
 - 150m site assessment
 - Bushfire Hazard Interface

- Bushfire attack level (BAL)**
- BAL - FZ
 - BAL - 40
 - BAL - 29
 - BAL - 19
 - BAL - 12.5
 - BAL - LOW

0 15 30 60
Metres
Datum/Projection:
GDA 1994 MGA Zone 50



3. Assessment against the Bushfire Protection Criteria

3.1 Compliance

The proposed development is required to comply with policy measures 6.2, 6.5 and 6.6 of SPP 3.7 and the Guidelines.

In response to the above requirements of SPP 3.7 and the Guidelines, bushfire management measures have been devised for the proposed development in accordance with Guideline acceptable solutions where possible to meet compliance with bushfire protection criteria.

Table 2 outlines the Acceptable Solutions (AS) that are relevant to the proposal and summarises how the intent of each Bushfire Protection Criteria has been achieved. No Performance Solutions (PS) have been used for this proposal. These management measures are depicted in Figure 6 where relevant.

Table 2: Summary of solutions used to achieve bushfire performance criteria

Bushfire Performance Criteria	AS	PS	N/A	Comment
Element 1: Location A1.1 Development location	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All proposed above-ground assets (i.e. Canopies, Browsers, Retail Store etc.) are located in areas subject to BAL ratings of BAL-12.5 or lower. The proposed development is considered compliant with A1.1.
Element 2: Siting and design of development A2.1 Asset Protection Zone (APZ)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	APZs will be implemented between all proposed buildings and classified vegetation in the form of bitumen paved hardstand areas, landscaping beds (maintained as low-threat vegetation), managed grassland and bitumen roads (refer to Figure 6; Appendix B). An indicative APZ is depicted in Figure 6 to demonstrate that an APZ can be maintained around the subject buildings within the existing cleared/managed areas. The proposed development is considered compliant with A2.1.
Element 3: Vehicular access A3.1 Two access routes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Two forms of access to/from the subject site are available (Brand Highway and Caro Road) (Figure 6). The proposed development is considered compliant with A3.1.
Element 3: Vehicular access A3.2 Public road	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No public roads are proposed.
Element 3: Vehicular access A3.3 Cul-de-sac	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No cul-de-sacs proposed.
Element 3: Vehicular access A3.4 Battle-axe	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No battle-axe lots proposed.
Element 3: Vehicular access A3.5 Private Driveway longer than 50 m	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No private driveways longer than 50 m are proposed.
Element 3: Vehicular access	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No Emergency Access Ways proposed.

Bushfire Performance Criteria	AS	PS	N/A	Comment
A3.6 Emergency Access Ways				
Element 3: Vehicular access A3.7 Fire service access routes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No fire service access routes proposed.
Element 3: Vehicular access A3.8 Firebreak width				
Element 4: Water A4.2 Non-reticulated Areas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No firebreaks required or proposed.
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The subject site will have a 50kL water tank installed, with the location to be determined through the development process. The proposed development is considered to be compliant with A4.2. A4.1 and A4.3 are not applicable to this proposed development. .

3.2 Additional management strategies

A BRMP has been prepared for the proposed development in accordance with Policy measure 6.6 of SPP 3.7 (ELA 2019). This plan details how high-risk components of the proposed development will be managed to reduce bushfire risk.

All landscaping areas within the subject site will be maintained in accordance with Standards for Asset Protection Zones (Appendix B).

Figure 6: Spatial representation of the bushfire management strategies



- Legend**
- Access point
 - Subject site
 - Subject building
 - Indicative Asset Protection Zone
 - Access / egress route

0 15 30 60
Metres
Datum/Projection:
GDA 1994 MGA Zone 50

4. Implementation and enforcement

Implementation of the BMP applies to Liberty Oil Australia to ensure bushfire management measures are adopted and implemented on an ongoing basis. A summary of the bushfire management measures described in Section 3, as well as a works program, is provided in Table 3.

These measures will be implemented to ensure the ongoing protection of life and property assets is achieved. Timing and responsibilities are also defined to assist with implementation of each measure.

Table 3: Proposed work program

No	Bushfire management measure	Responsibility
Prior to occupancy		
1	Ensure all new structures are located outside of areas subject to BAL-FZ and BAL-40 as per the design in Figure 6.	Liberty Oil Australia
2	Extend reticulated water supply to appropriate areas	Liberty Oil Australia
3	Ensure all APZs are implemented and maintained	Liberty Oil Australia
Ongoing management		
4	Comply with Bushfire Risk Management Plan	Liberty Oil Australia
5	Maintain all APZs	Liberty Oil Australia

5. Conclusion

In the author's professional opinion, the bushfire protection requirements listed in this assessment provide an adequate standard of bushfire protection for the proposed development. As such, the proposed development is consistent with the aim and objectives of SPP 3.7 and associated guidelines and is recommended for approval.



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6. References

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<http://www.dfes.wa.gov.au/regulationandcompliance/bushfireproneareas/Pages/default.aspx>

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Western Australian Planning Commission (WAPC). 2015. *State Planning Policy 3.7 Planning in Bushfire Prone Areas*. WAPC, Perth.

Western Australian Planning Commission (WAPC). 2017. *Guidelines for Planning in Bushfire Prone Areas Version 1.3 (including appendices)*. WAPC, Perth.

Appendix A - Plates

Plot	Photo ID	Photo and vegetation classification
1	1	<p>Class B woodland – upslope/ flat land</p>
1	2	<p>Class B woodland – upslope/ flat land</p>

Plot Photo ID Photo and vegetation classification

2 3



Class D scrub – upslope/ flat land

2 4



Class D scrub – upslope/ flat land

Plot Photo ID Photo and vegetation classification

2 6



Class D scrub – upslope/ flat land

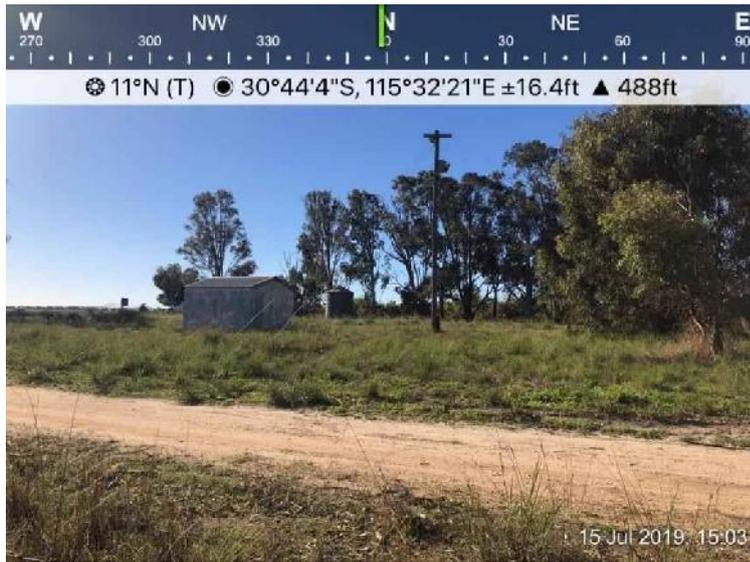
3 5



Class G grassland – upslope/ flat land

Plot Photo ID Photo and vegetation classification

3 7



Class G grassland – upslope/ flat land

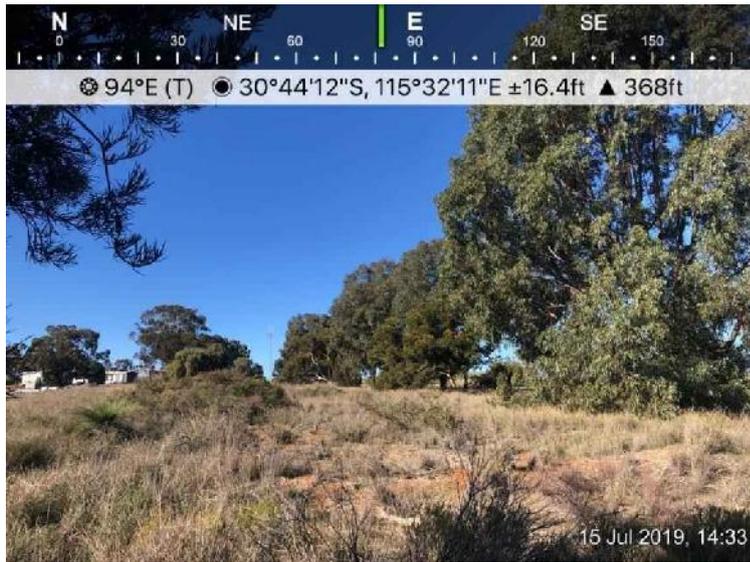
3 8



Class G grassland – upslope/ flat land

Plot	Photo ID	Photo and vegetation classification
------	----------	-------------------------------------

4	9	
---	---	--



Class G grassland – downslope >0 to 5 degrees

5	10	
---	----	--



Excluded – clause 2.2.3.2 (e) & (f)

Plot Photo ID Photo and vegetation classification

5 11



Excluded – clause 2.2.3.2 (e) & (f)

5 12



Excluded – clause 2.2.3.2 (e) & (f)

Appendix B - Standards for Asset Protection Zones

The following standards have been extracted from the *Guidelines for Planning in Bushfire Prone Areas v 1.3* (WAPC 2017).

Every habitable building is to be surrounded by, and every proposed lot can achieve, an APZ depicted on submitted plans, which meets the following requirements:

a. Width: Measured from any external wall or supporting post or column of the proposed building, and of sufficient size to ensure the potential radiant heat impact of a fire does not exceed 29kW/m^2 (BAL 29) in all circumstances.

b. Location: the APZ should be contained solely within the boundaries of the lot on which a building is situated, except in instances where the neighbouring lot or lots will be managed in a low-fuel state on an ongoing basis, in perpetuity (see explanatory notes).

c. Management: the APZ is managed in accordance with the requirements of 'Standards for Asset Protection Zones' (below):

- Fences: within the APZ are constructed from non-combustible materials (e.g. iron, brick, limestone, metal post and wire). It is recommended that solid or slatted non-combustible perimeter fences are used
- Objects: within 10 metres of a building, combustible objects must not be located close to the vulnerable parts of the building i.e. windows and doors
- Fine Fuel load: combustible dead vegetation matter less than 6 millimetres in thickness reduced to and maintained at an average of two tonnes per hectare
- Trees (> 5 metres in height): trunks at maturity should be a minimum distance of 6 metres from all elevations of the building, branches at maturity should not touch or overhang the building, lower branches should be removed to a height of 2 metres above the ground and or surface vegetation, canopy cover should be less than 15% with tree canopies at maturity well spread to at least 5 metres apart as to not form a continuous canopy (**Figure 7**).

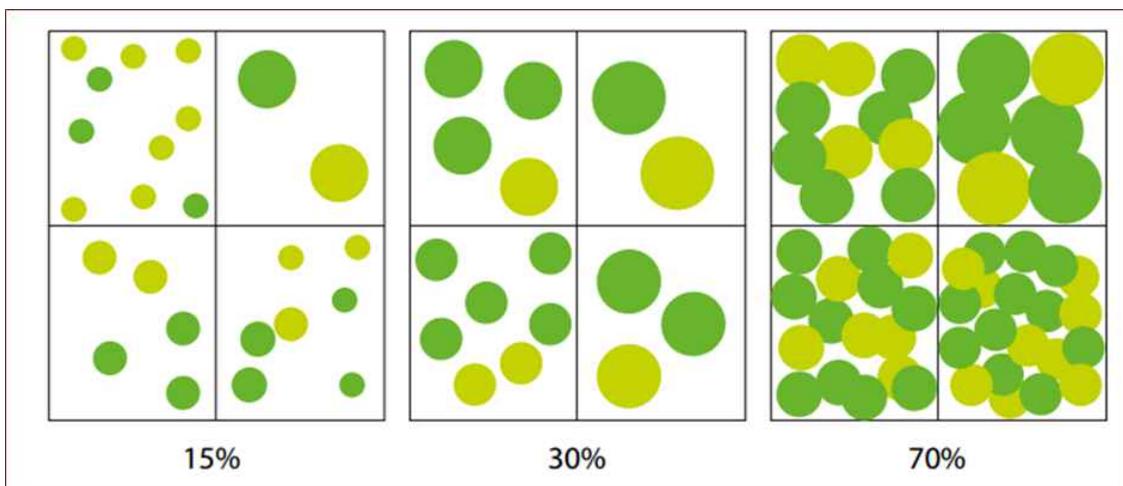


Figure 7: Illustrated tree canopy cover projection (WAPC 2017)

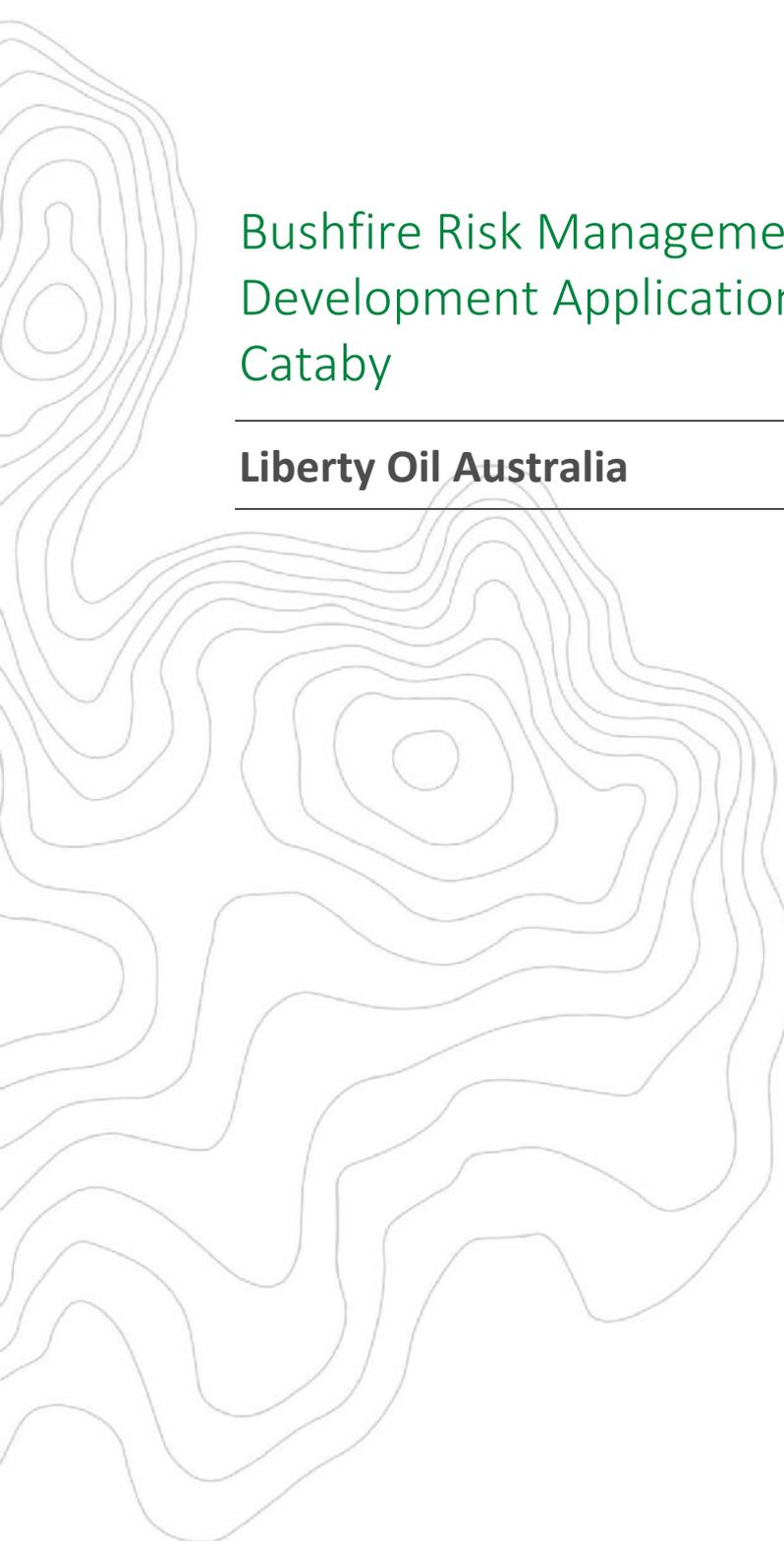
- **Shrubs (0.5 metres to 5 metres in height):** should not be located under trees or within 3 metres of buildings, should not be planted in clumps greater than 5m² in area, clumps of shrubs should be separated from each other and any exposed window or door by at least 10 metres. Shrubs greater than 5 metres in height are to be treated as trees
- **Ground covers (<0.5 metres in height):** can be planted under trees but must be properly maintained to remove dead plant material and any parts within 2 metres of a structure, but 3 metres from windows or doors if greater than 100 millimetres in height. Ground covers greater than 0.5 metres in height are to be treated as shrubs
- **Grass:** should be managed to maintain a height of 100 millimetres or less.

Additional notes

The Asset Protection Zone (APZ) is an area surrounding a building that is managed to reduce the bushfire hazard to an acceptable level. Hazard separation in the form of using subdivision design elements or excluded and low threat vegetation adjacent to the lot may be used to reduce the dimensions of the APZ within the lot.

The APZ should be contained solely within the boundaries of the lot on which the building is situated, except in instances where the neighbouring lot or lots will be managed in a low-fuel state on an ongoing basis, in perpetuity. The APZ may include public roads, waterways, footpaths, buildings, rocky outcrops, golf courses, maintained parkland as well as cultivated gardens in an urban context, but does not include grassland or vegetation on a neighbouring rural lot, farmland, wetland reserves and unmanaged public reserves.



A decorative background on the left side of the page consisting of light green topographic contour lines. The lines are irregular and wavy, representing elevation changes. They are most dense in the lower-left quadrant and become sparser towards the top and right.

Bushfire Risk Management Plan
Development Application: Lot 100 Brand Highway,
Cataby

Liberty Oil Australia

DOCUMENT TRACKING

Project Name	Bushfire Risk Management Plan Development Application: Lot 100 Brand Highway, Cataby
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Template 2.8.1

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1. Introduction

1.1 Project overview

Eco Logical Australia (ELA) was commissioned by Planning Solutions, on behalf of Liberty Oil Australia to prepare a Bushfire Management Plan (BMP) to support a development application (DA) being prepared for the redevelopment of a service station located at Lot 100 Brand Highway, Cataby (herein referred to as the subject site, Figure 1).

The proposed development will include upgrade of buildings, canopies, carparks etc. at the existing Liberty roadhouse as depicted in Figure 1.

The proposed development will not result in an intensification of land use.

The subject site is located within a designated bushfire prone area as per the *Western Australia State Map of Bush Fire Prone Areas* (DFES 2019), which triggers bushfire planning requirements under *State Planning Policy 3.7 Planning in Bushfire Prone Areas* (SPP 3.7; WAPC 2015) and reporting to accompany submission of the development application in accordance with the associated *Guidelines for Planning in Bushfire Prone Areas v 1.3* (the Guidelines; WAPC 2017).

This assessment has been prepared by ELA Senior Bushfire Consultant Daniel Panickar (FPAA BPAD Certified Practitioner No. BPAD37802-L2.) with quality assurance undertaken by Senior Bushfire Consultant, Bruce Horkings (FPAA BPAD Level 3 Certified Practitioner No. BPAD29962-L3).

1.2 Purpose and application of the plan

The primary purpose of this BRMP is to act as a technical supporting document to inform planning assessment in conjunction with the corresponding Bushfire Management Plan (BMP) also prepared by ELA (ELA 2019).

SPP 3.7 (Policy Measure 6.6) requires development applications for high-risk land uses (such as petrol stations) in areas between BAL-12.5 and BAL-29 to be accompanied by a risk management plan for any flammable on-site hazards. The Bushfire Management Plan (BMP) prepared by ELA for the subject site (ELA 2019) identifies all new proposed structures within the subject site as being located within areas subject to a BAL rating of BAL-12.5.

The Building Code of Australia bushfire construction requirements only apply to residential buildings and associated structures. The Guidelines therefore require the planning process to focus on location and siting of high-risk land uses rather than application of bushfire construction requirements.

Under the *Dangerous Goods Safety (Storage and Handling of Non-Explosives) Regulations 2007* (the Regulations), the operator will also be required to complete a separate risk assessment that addresses risks other than bushfire for the proposed development. The Regulations also require operators to prepare an emergency plan for petrol stations. An emergency management plan will be developed for the subject site, which will set guidelines for the management of an emergency, disaster or major incident at the site. The emergency plan for the fuel station will reflect the site layout and bushfire risk post-construction.



Figure 1: Site overview

2. Bushfire risk assessment methodology

Australian and New Zealand Standard *AS/NZS ISO 31000:2009 Risk Management—Principles and Guidelines* (SA & SNZ 2009) provides an internationally recognised approach to risk management. Methodology for this process is further described in *Risk Management Guidelines: Companion to AS/NZS 4360/2004* (SA & SNZ 2004), which defines the risk assessment process as outlined in Figure 2.

AS/NZS ISO 31000:2009 is adopted by the Department of Fire and Emergency Services (DFES), as documented in the agency's Bushfire Risk Management Framework (DFES 2015).

From a bushfire management perspective, this methodology can be useful in determining:

1. The inherent bushfire risk (i.e. the initial level of risk prior to risk treatment and mitigation); and
2. The residual bushfire risk (i.e. the level of risk remaining following risk treatment and mitigation).

Inherent and residual bushfire risk can be determined on the basis of the following risk criteria:

- Likelihood of ignition and bushfire occurrence takes into consideration the bushfire history of the area, risk of ignition, vegetation type, fuel age and load, slope under vegetation and predominant fire weather conditions; and
- Consequence or impact from bushfire on life, property and the environment considers the degree and severity of potential bushfire scenarios, location of bushfire hazard areas, assets present in the area and the level of management and suppression response available.

The bushfire scenarios identified in Section 3 have been subject to bushfire risk assessment through determination of likelihood and consequence in accordance with the rating tables outlined in Table 1 and Table 2¹. This process determines the inherent bushfire risk of the event and informs the level of mitigation or management response required to reduce the risk to an acceptable level. The risk assessment matrix used to determine inherent and residual bushfire risk is outlined in Table 3.

¹ The determined consequence rating is the most likely outcome, not the worst case.

Table 1: Likelihood rating system

Likelihood rating	Description
Almost certain	Consequence expected to occur in most circumstances, may occur once every year or more
Likely	Consequence will probably occur in most circumstances, may occur once every five years
Possible	Consequence might occur at some time, may occur every twenty years
Unlikely	Consequence is not expected to occur, may occur once every one-hundred years
Rare	Consequences may occur only in exceptional circumstances; may occur once every five-hundred or more years

Table 2: Consequence rating system

Consequence rating	Description
Catastrophic	A large number of severe injuries, widespread damage and displacement of the community, significant impact on the environment
Major	Extensive number of injuries requiring hospitalisation, significant damage and impact on the community, longer term impacts on the environment
Moderate	Some injuries requiring medical treatment but no fatalities, localised damage and short-term impact on the environment
Minor	Small number of injuries but no fatalities, some damage and disruption but no lasting effects
Insignificant	No injuries or fatalities, little damage or disruption

Table 3: Risk assessment matrix

Likelihood	Consequences				
	Insignificant	Minor	Moderate	Major	Catastrophic
Almost Certain	High	High	Extreme	Extreme	Extreme
Likely	Medium	High	High	Extreme	Extreme
Possible	Low	Medium	High	Extreme	Extreme
Unlikely	Low	Low	Medium	High	Extreme
Rare	Low	Low	Medium	High	High
Risk level	Risk response				
Low	Acceptable risk. Application of standard management measures will ensure risk level remains low and risk should be eliminated or reduced as time permits.				
Medium	Potentially unacceptable risk. Development of site-specific management measures may be required to lower the risk level and risk should be reduced as soon as reasonably practicable.				
High	Potentially unacceptable risk. Development of additional site-specific management measures will be required to lower the risk level and requires urgent action as soon as possible.				
Extreme	Unacceptable risk. Additional site-specific mitigation will be required to lower the risk level and an immediate mitigation response is required.				

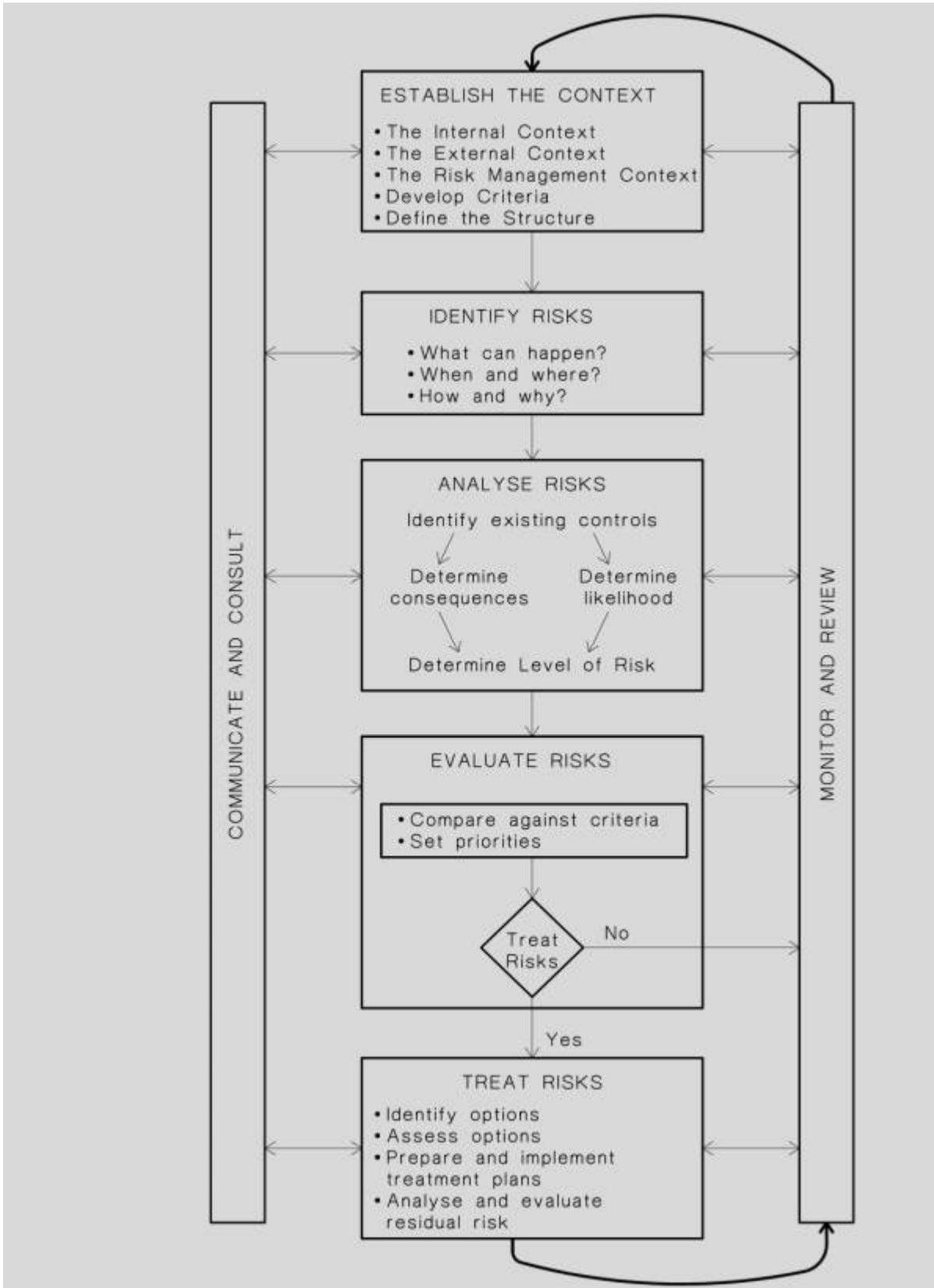


Figure 2: Risk assessment process as per AS/NZS ISO 31000:2009

3. Identified bushfire scenarios

The BMP (ELA 2019) identifies and classifies the existing bushfire hazards within 150 m of the subject site, based on existing vegetation and slope and separation distance to the vegetation.

Based on this information, ELA has assessed potential bushfire scenarios that could affect the subject site. The potential bushfire scenarios have been used to inform a bushfire risk assessment (refer to Section 4) and assist in development of appropriate bushfire mitigation responses (refer to Section 5). The following bushfire scenarios were assessed:

- Bushfire approaching the subject site from the north-east to south-east; and
- Bushfire approaching the subject site from the west and south-west.

A description of each potential bushfire scenario is provided in the following subsections and November-February wind roses for Badgingarra Research Station (Station No. 9037, approximately 43 km from the subject site) used to identify potential directions of bushfire attack are provided in Appendix A (BoM 2019).

3.1 Scenario 1 - Bushfire approaching subject site from the north-east to south-east

A bushfire approaching the subject site from the north-east to south-east through predominantly grassy and scrub fuels is possible given the predominant winds of the area (BoM 2019).

This type of fire is likely to be wind driven and fast-moving, however chances of suppression are considered high; provided early notification is given (and dependent on the Fire Danger Rating [FDR]), due to the presence of formal roads (e.g. Brand Highway and Cataby Road) and tracks providing direct access for firefighting and dissection of the bushfire fuels.

The presence of Brand Highway between the subject site and the hazards to the north is likely to reduce the impacts of such a bushfire occurrence at the subject site.

3.2 Scenario 2 - Bushfire approaching subject site from the west and south-west

A bushfire approaching the subject site from the west and south-west through predominantly grassy and scrub fuels is possible given the predominant winds of the area, particularly in the afternoon (BoM 2019).

Similar to Scenario 1, this type of fire is likely to be wind driven and fast-moving, however as before, chances of suppression are considered high; provided early notification is given (and dependent on the Fire Danger Rating [FDR]), due to the presence of formal roads (e.g. Caro Road), mining operations and tracks providing direct access for firefighting and dissection of the bushfire fuels.

4. Bushfire risk assessment results

4.1 Risk context

Risk is being assessed to inform bushfire mitigation for the subject site for the protection of life and property within and adjacent to the site. The risk assessment adopts a broad area and supports a tenure blind approach to ensure wider risk impacts and adjoining lands are captured to suitably address potential risk.

4.2 Risk identification

Bushfire risk is identified in the potential bushfire scenarios outlined in Section 3, which indicate the potential bushfire events that could impact life and property within the subject site and adjacent land. These scenarios are considered to cover the majority of bushfire events that could occur in order to develop suitable mitigation and manage as much of the bushfire risk as possible.

4.3 Risk analysis and evaluation

Risk analysis and evaluation for each of the bushfire scenarios described in Section 3 is provided in Table 4, which specifies the likelihood and consequence of each scenario with and without management measures to determine inherent and residual risks.

4.4 Summary of results

Due to the storage and handling of flammable materials within the subject site, the potential consequence of a bushfire entering the site would be greater than if flammable materials were not present.

ELA is of the view that following implementation of management measures provided in the Section 5, the risk of ignition will not be reduced due to the ongoing level of public access and presence of off-site classified vegetation and on-site flammable goods. Therefore, bushfire risk management measures are likely to reduce the level of consequence resulting from the bushfire event, rather than the likelihood of the event occurring. For example, an evacuation plan will reduce the potential impacts on life; thus reducing the level of consequence received from the bushfire event, but the likelihood of the event occurring will not be reduced.

Table 4: Bushfire risk assessment

Bushfire risk	Comments	Likelihood	Consequence	Inherent risk	Mitigation	Likelihood	Consequence	Residual risk
<p>Scenario 1: Bushfire impacting subject site from the north-east to south-east.</p>	<p>Safety risk Predominantly grassy and scrub fuels indicating wind-driven fire, network of roads and informal tracks to limit rate of spread and provide access for fire suppression. Greatest level of impact would occur under adverse fire weather conditions with a northerly or easterly wind (common during bushfire season).</p> <p>Consequence might occur at some time, may occur every twenty years based on fire history, suppression response capability, fuel types, anticipated rate of spread etc.</p> <p>Some injuries requiring medical treatment but no fatalities, localised damage.</p>	Possible	Moderate	High	Implementation of management measures identified in Section 5	Possible	Minor	Medium
<p>Scenario 2: Bushfire impacting subject site from the south and south-west.</p>	<p>Safety risk Predominantly grassy and scrub fuels indicating wind-driven fire, network of roads and informal sandy tracks as well as mining operations to limit rate of spread and provide access for fire suppression. Greatest level of impact would occur under adverse fire weather conditions with a southerly or south-westerly wind (common during bushfire season).</p> <p>Consequence might occur at some time, may occur every twenty years based on fire history, suppression response capability, fuel types, anticipated rate of spread etc.</p> <p>Some injuries requiring medical treatment but no fatalities, localised damage.</p>	Possible	Moderate	High	Implementation of management measures identified in Section 5	Possible	Minor	Medium

5. Bushfire mitigation measures

Results of the bushfire risk assessment indicate that the assessed bushfire scenarios pose an equal level of inherent risk to life and property.

Implementation of the management measures provided in the following subsections prioritise protection of life and property and will reduce bushfire risk (residual risk) within the subject site.

5.1 Fire protection and detection equipment

The proposed service station will be fitted with a monitored alarm system, which when activated triggers an automatic response to the nominated security company.

Fire extinguishers will be located within the subject site at each fuel dispenser. There will be emergency stop buttons for the fuel system at the Point of Sale and externally on the front of the retail building. Only personnel trained in the use of extinguishers should be utilising this equipment and only if safe to do so.

A Spill Response Kit will be maintained on the subject site at the front apron of the retail building, accessible to the forecourt. Fire services are to be called in the event of a spill that covers more than 2 m² and cannot be cleaned with a spill kit at site or it is not considered safe to do so.

5.2 Evacuation plan and assembly points

Liberty Oil Australia is required to develop an emergency management plan for the subject site in accordance with *Australian Standard 3745-2010 Planning for emergencies in facilities*, identifying evacuation triggers and depicting muster points on-site.

5.3 Personnel training

All occupants working at the subject site must be trained in responding to and managing all emergency incidents in accordance with the emergency management plan for the site. A record of training must be kept up to date and debrief sessions held after all training exercises or incidents.

An evacuation exercise must be carried out at least annually. All occupants working on the site are required to participate.

5.4 Bushfire suppression

The nearest fire stations to the subject site are the Ballidu Volunteer Fire Station and Bullsbrook Volunteer Fire Station, located approximately 146 km and 120 km from the subject site respectively. It is unlikely that these stations will provide first response to a bushfire in the area, and instead private landowners and trained emergency personnel working for the mining operation are most likely to assist with initial suppression. The subject site will have a 50kL water tank installed, with the location to be determined through the development process.

Given the uncertainty and safety risks associated with private firefighting, this has not been considered as a formal management measure.

5.5 Landscaping

All landscaping areas within the subject site will be maintained in accordance with *Standards for Asset Protection Zones* (WAPC 2017).

5.6 Additional measures

5.6.1.1 Manifest

Dangerous goods sites must maintain a current manifest and a dangerous goods site plan, to allow an appropriate response by Emergency responders in the event of an emergency, such as a fire.

The manifest and dangerous goods site plan for dangerous goods that will be stored and handled at the service station will need to be developed in accordance with the relevant Dangerous Goods Safety Guidance Note (DMP 2014).

The emergency management plan refers to critical information for emergency response being located in the HAZMAT/HAZCHEM emergency boxes which will be located inside the retail building and/or beneath each refuelling canopy. This information includes the Emergency Plan, Dangerous Goods Manifest, Register of Dangerous Goods and Hazardous Materials, Safety Data Sheets for bulk products kept on site and dangerous goods site layout plan.

5.6.1.2 Ignition sources

Operators of dangerous goods sites are required to manage potential ignition sources, such as hot works and electrical equipment, within any on-site hazardous areas.

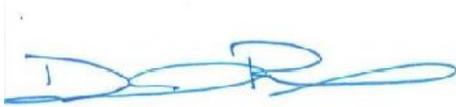
5.6.1.3 Placard and marking

A placard, readily visual for Emergency responders and providing visual warnings of the hazards associated with storage of fuel, will be required at the subject site in accordance with DMP Storage and handling of dangerous materials Code of Practice (DMP 2010).

Signage and notices will also be required in accordance with *AS 1940-2004 The storage and handling of flammable and combustible liquids* (AS 1940-2004; SA 2004) and any relevant state guidance.

6. Conclusion

ELA expects that through implementation of the management measures outlined in this BRMP, inherent bushfire risk to life and property within and surrounding the subject site can be reduced.



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Appendix A November to February wind roses for Badgingarra Research Station (Station No. 9037; BoM 2019)

Rose of Wind direction versus Wind speed in km/h (01 Jan 1965 to 11 Aug 2019)

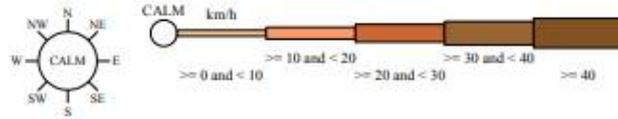
Custom times selected, refer to attached note for details

BADGINGARRA RESEARCH STN

Site No: 009037 • Opened Jan 1962 • Still Open • Latitude: -30.3381° • Longitude: 115.5394° • Elevation 275m

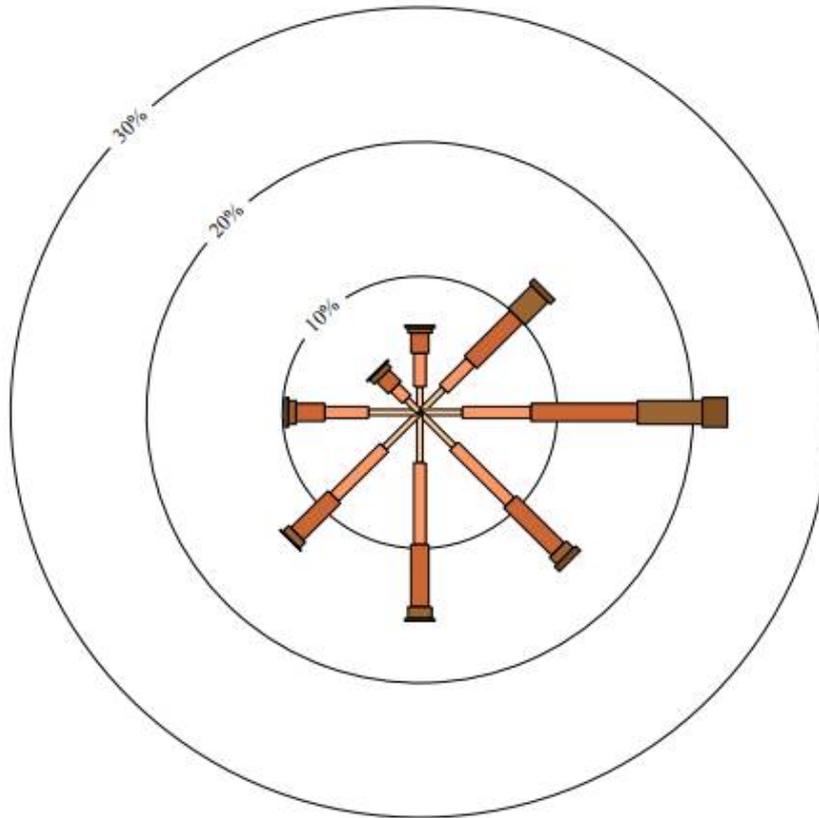
An asterisk (*) indicates that calm is less than 0.5%.

Other important info about this analysis is available in the accompanying notes.



9 am Nov
1311 Total Observations

Calm *



Rose of Wind direction versus Wind speed in km/h (01 Jan 1965 to 11 Aug 2019)

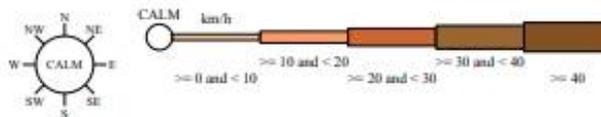
Custom times selected, refer to attached note for details

BADGINGARRA RESEARCH STN

Site No: 009037 • Opened Jan 1962 • Still Open • Latitude: -30.3381° • Longitude: 115.5394° • Elevation 275m

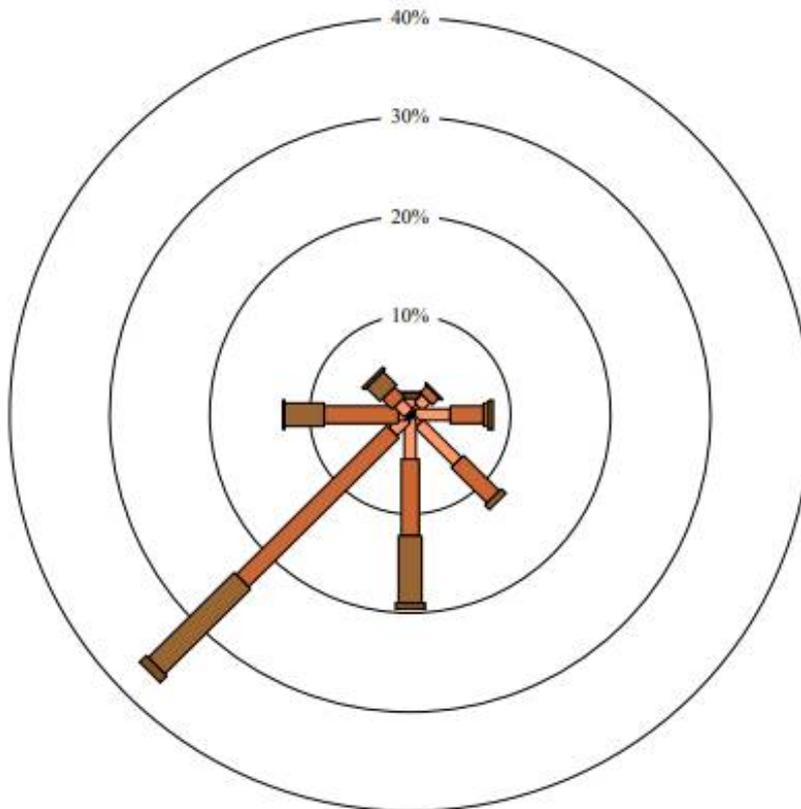
An asterisk (*) indicates that calm is less than 0.5%.

Other important info about this analysis is available in the accompanying notes.



3 pm Nov
 635 Total Observations

Calm *



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Wind Rose (November - 3pm)

Rose of Wind direction versus Wind speed in km/h (01 Jan 1965 to 11 Aug 2019)

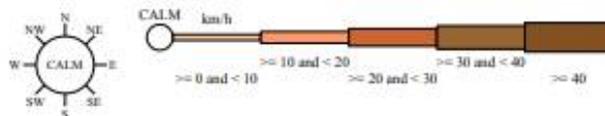
Custom times selected, refer to attached note for details

BADGINGARRA RESEARCH STN

Site No: 009037 • Opened Jan 1962 • Still Open • Latitude: -30.3381° • Longitude: 115.5394° • Elevation 275m

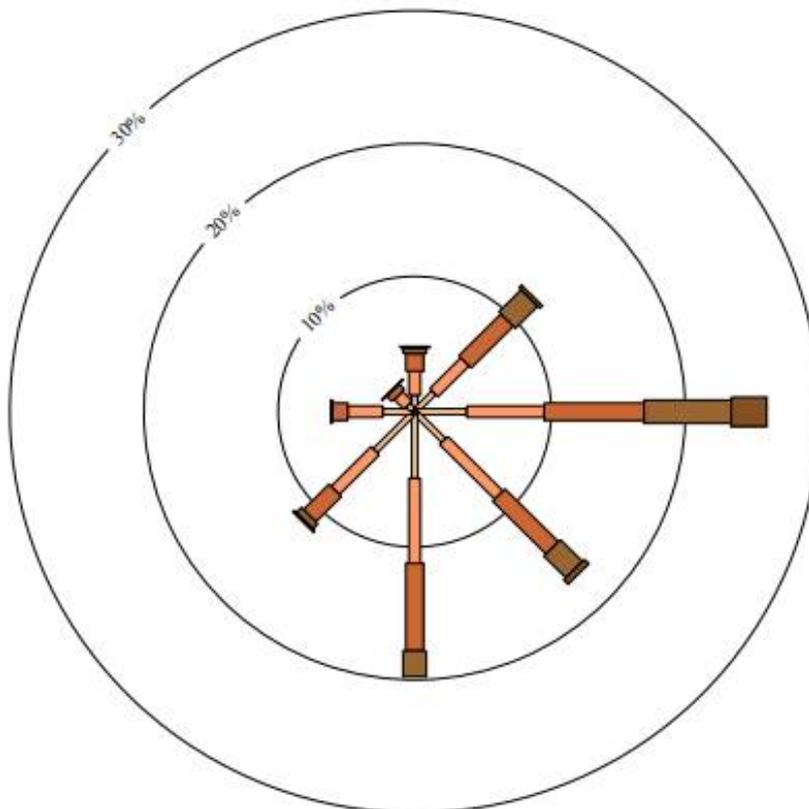
An asterisk (*) indicates that calm is less than 0.5%.

Other important info about this analysis is available in the accompanying notes.



9 am Dec
1286 Total Observations

Calm 1%



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Wind Rose (December - 9am)

Rose of Wind direction versus Wind speed in km/h (01 Jan 1965 to 11 Aug 2019)

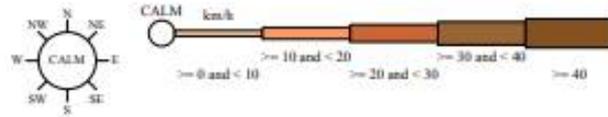
Custom times selected, refer to attached note for details

BADGINGARRA RESEARCH STN

Site No: 009037 • Opened Jan 1962 • Still Open • Latitude: -30.3381° • Longitude: 115.5394° • Elevation 275m

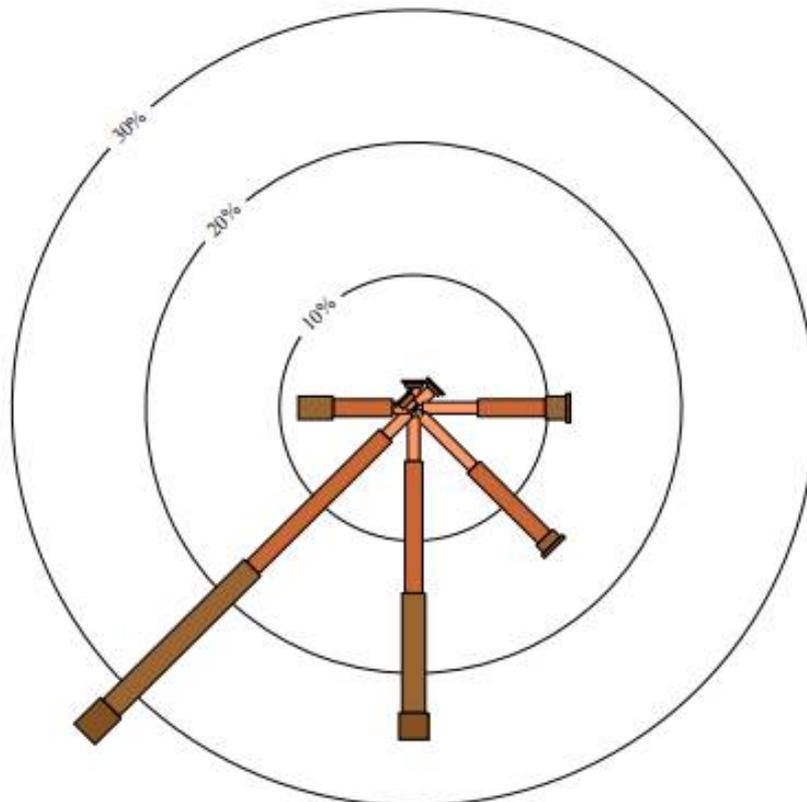
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3 pm Dec
654 Total Observations

Calm *



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Wind Rose (December - 3pm)

Rose of Wind direction versus Wind speed in km/h (01 Jan 1965 to 11 Aug 2019)

Custom times selected, refer to attached note for details

BADGINGARRA RESEARCH STN

Site No: 000037 • Opened Jan 1962 • Still Open • Latitude: -30.3381° • Longitude: 115.5394° • Elevation 275m

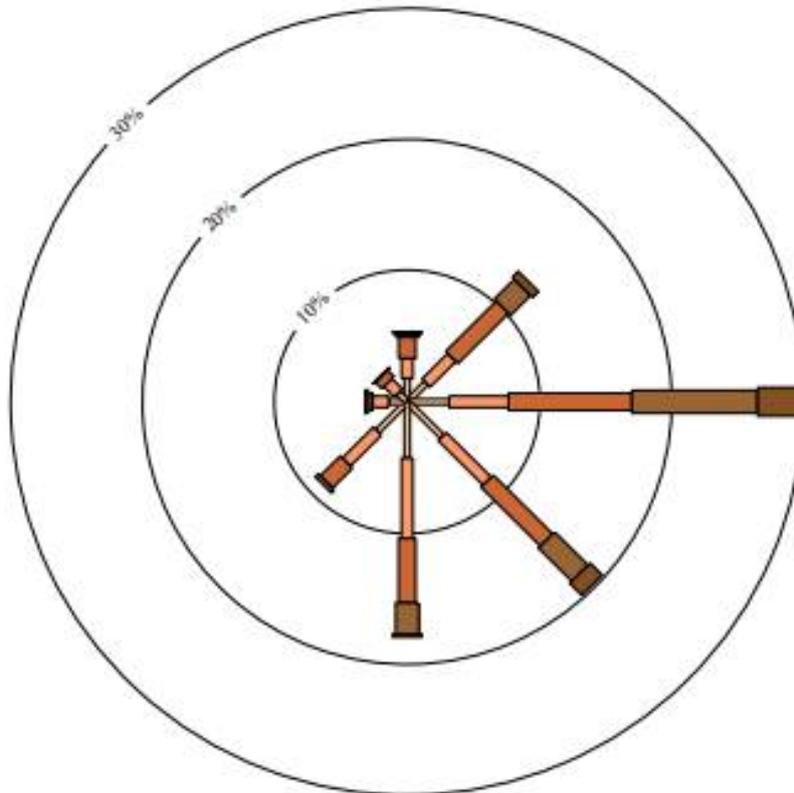
An asterisk (*) indicates that calm is less than 0.5%.

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9 am Jan
1291 Total Observations

Calm *



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TCZMONTH Page 1

Wind Rose (January - 9am)

Rose of Wind direction versus Wind speed in km/h (01 Jan 1965 to 11 Aug 2019)

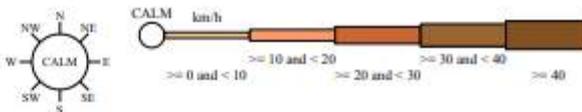
Custom times selected, refer to attached note for details

BADGINGARRA RESEARCH STN

Site No: 009037 • Opened Jan 1962 • Still Open • Latitude: -30.3381° • Longitude: 115.5394° • Elevation 275m

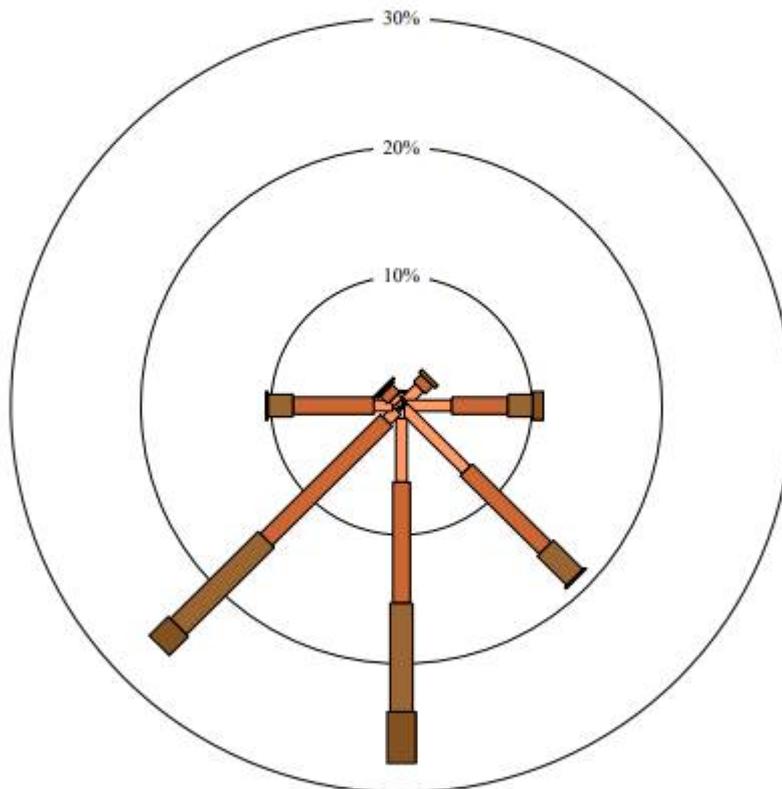
An asterisk (*) indicates that calm is less than 0.5%.

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3 pm Jan
 629 Total Observations

Calm *



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Wind Rose (January - 3pm)

Rose of Wind direction versus Wind speed in km/h (01 Jan 1965 to 11 Aug 2019)

Custom times selected, refer to attached note for details

BADGINGARRA RESEARCH STN

Site No: 000037 • Opened Jan 1962 • Still Open • Latitude: -30.3381° • Longitude: 115.5394° • Elevation 275m

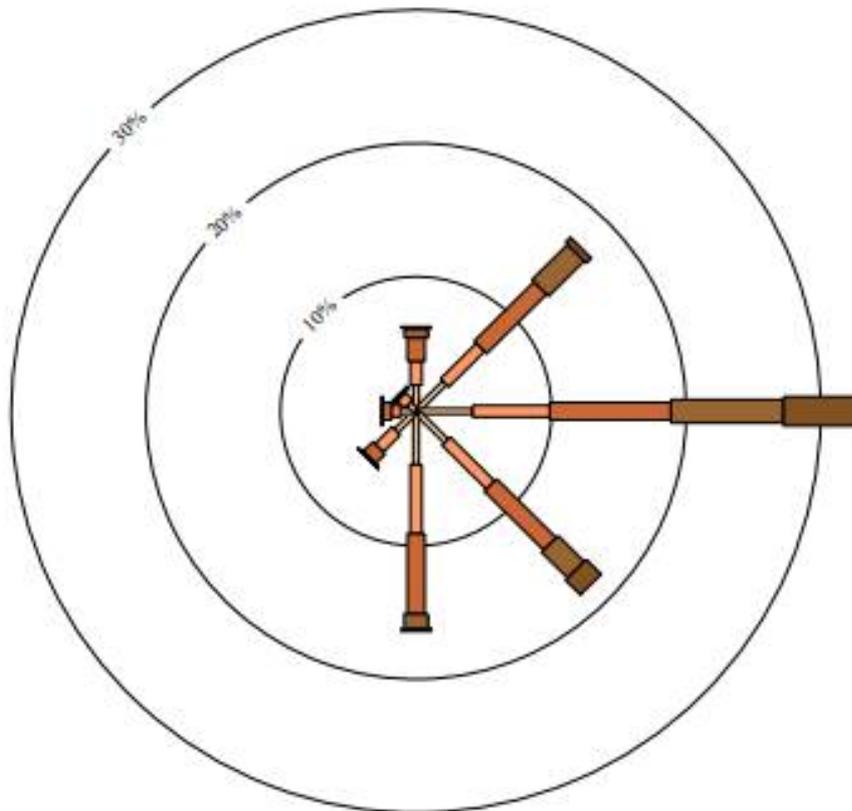
An asterisk (*) indicates that calm is less than 0.5%.

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9 am Feb
1251 Total Observations

Calm *



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Wind Rose (February - 9am)

Rose of Wind direction versus Wind speed in km/h (01 Jan 1965 to 11 Aug 2019)

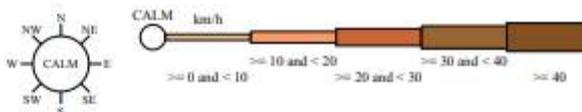
Custom times selected, refer to attached note for details

BADGINGARRA RESEARCH STN

Site No: 009037 • Opened Jan 1962 • Still Open • Latitude: -30.3381° • Longitude: 115.5394° • Elevation 275m

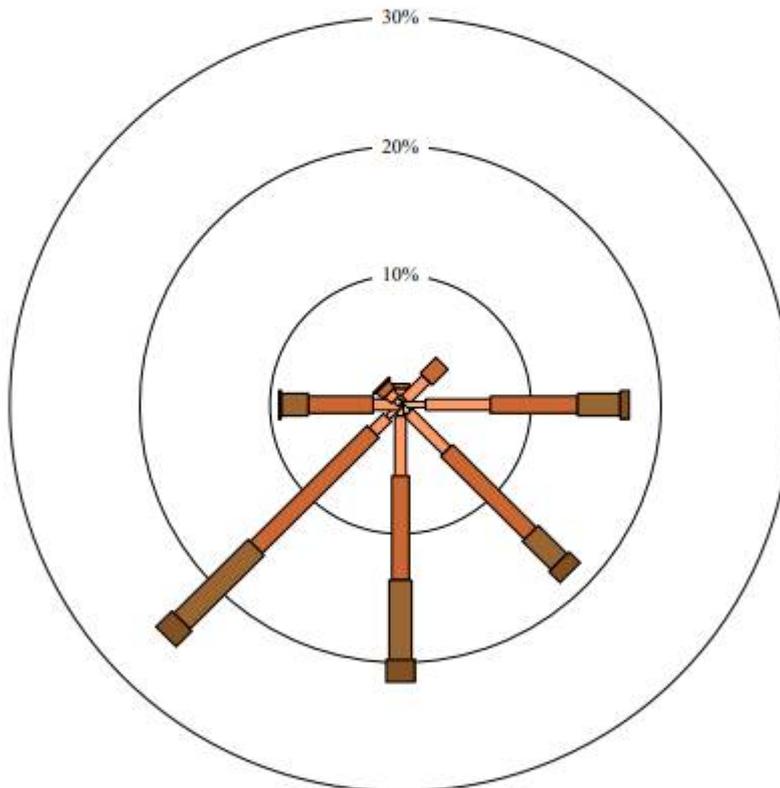
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3 pm Feb
583 Total Observations

Calm *



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Wind Rose (February - 3pm)

