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I. ABOUT AMC

Australian Mining Camps Ltd (AMC) was founded by Alan J Marshall.

AMC (Australian Mining Camps) is a Lead Supply Company providing a complete turnkey solution in the successful establishment and sustainability of remote communities.

AMC has been set up to work in close collaboration with mining enterprises, indigenous communities, Local Shires and Government, in order to ensure that 3 things are achieved in the provisioning of quality lifestyles for the inhabitants in remote areas. These 3 things are certainty, flexibility and sustainability.

AMC facilitates the provisioning and management of all key services and products, in order to build thriving communities that meet the needs of all stakeholders, from companies to workers to the local populace. AMC recognises the current deficiencies in products and services that hinder the successful inhabitation of many remote areas, thereby impacting upon productivity and profitability. AMC therefore provides a one-stop-shop approach for companies looking to ensure certainty in the quality of the housing and certainty in the way the communities are set up and maintained.

AMC are solutions specialists working with the very best providers of core services and the best manufacturers of product. This enables company executives to get on with what they do best – focusing on the day to day operations of the business and being able to rely on what Lead Supplier to project manage the installation of housing in all facets... from initial conceptual scheme planning through to all aspects of Town Planning, engineering to product selection, manufacturing, installation and management services etc.

Importantly AMC's many collaborations enables flexibility in design, materials, product and total services including waste disposal, according to each communities/companies needs. As a Lead Supplier with the ability to source a wide range of product and service solutions, AMC are the perfect coordinating company for remote housing solutions.



2. MISSION STATEMENT

To be the leaders in providing a complete one-stop project management service in building healthy and robust communities in remote areas. This is achieved through the integration of high-quality Australian made, affordable housing products built to Australian standards, delivered on time and on budget.

3. VALUES

12 Core Tenets of Truth that Drive Our Business

1. Health means wealth.

Living in remote areas away from loved ones can be tough. Fuses get short and tempers can flare. Problems are magnified in smaller spaces. We want to help build thriving, aspirational communities where harmony is achieved.

2. Quality is essential.

Nothing is quite so expensive as a poorly made product. Price is important but not at the expense of being able to adequately meet the needs of clients for as long as those needs are required.

3. Price does matter.

Quality can be provided at a reasonable price. We'll research and negotiate with suppliers to ensure our clients achieve the best product/price solution.

4. Talk is cheap.

Many espouse wonderful solutions. We'd rather just deliver as agreed without needing to find colourful excuses.

5. We have a responsibility to our Indigenous people.

Many will reject supportive initiatives. Our concern and drive is directed at those who will embrace it and whose lives will be more fulfilling as a result.

6. Capacity and quality are not mutually exclusive.

We strive to build powerful partnerships with providers who are able to meet the quantitative requirements of our clients, without compromising on quality. To achieve this precision processing is a key criteria in product selection.



7. Innovation must be systemised to perfection. Otherwise it's not innovative.

Ground-breaking product innovation is great only if it can be reproduced consistently every time. Innovative certainty. That's the winning formula. That's what we offer.

8. A Good night's sleep is invaluable

There's enough on the plate of Mine site Managers and Community Leaders without having to juggle the quality control of multiple site providers when establishing remote accommodation. Do your day jobs well and have a good night's sleep. AMC will take care of all entities providing full coordination for accommodation.

9. Risk mitigation results in fewer tragedies

Development and implementation of rigorous safety policies and procedures will result in fewer incidents. We understand the risks and prepare accordingly.

10. Flexibility and strength are a powerful combination.

Whilst we are a lead supplier for the best systems and processes, we are determined to work with industry and community to find a solution to meet the unique needs of each of our clients. Our exacting processes allow for the interchange of product type, style, size etc. We'll work with you to get you exactly what you want.

11. Honesty & integrity in everything we do.

Though these qualities are often talked about seldom it seems are they fully imbibed. We're running a commercial enterprise and we like to be successful, but not at the expense of honesty and integrity. These are for us crucial elements in the fabric of our business dealings, without exception. We choose to deal with businesses who share the same ideals and sentiments.

12. Effective communication is vital.

Communicate regularly. Communicate comprehensibly. Communicate with detail. Communicate the shared understanding. AMC commit to providing a constancy of contact, dialogue and written communications that ensure a complete understanding of the state of any project at any time without any ambiguity whatsoever.

4. MANAGEMENT PRINCIPALS

I. ALAN MARSHALL – CEO

As founder of AMC Alan will oversee the listing of the venture on the ASX, expected by June 2012.

Alan's past experience in the Pilbara (post National Army Service) was as Manager of Mt Newman for Norris Electrics managing general electrical contracts throughout the Pilbara, from Goldsworthy to Port Headland and Mt Newman including camps and out stations such as Pack Saddle.



This experience combined with his substantial knowledge in building and property, as well as an enviable success record in the financial industry, has given Alan the solid base from which to spearhead the launch of Australian Mining Camps Ltd.

With many years of professional experience managing and developing property Alan has a unique understanding of the inner workings of Local, State and Federal Government, the Property Industry and also the Real Estate Development Industry, including both inner suburban land and land in broad acre form, directing property through the re-zoning process, the subdivision process, the issuing of titles through to sales. Over time Alan has acquired extensive communication and negotiation skills. Negotiating is integral and inevitable element of business and management, and Alan has the resolve and knowledge necessary to undertake such negotiations.

As a CEO for many years he has demonstrated the ability to work effectively, both independently and within team structures. Alan enjoys working with people and recognises attitude, sociability and charisma as perhaps simple, but invaluable qualities of team management.

His dealings and contacts encompass the highest levels of Banking and Government in all sectors being Federal, State and Local.



2. TONY MCDOWELL – DIRECTOR

Tony is the Managing Director of Abbott Solutions and has over 25 years experience in working with clients to achieve their goals. He provides advice to small and medium business enterprises, utilising his expertise in taxation planning, wealth creation strategies, due diligence and business valuations.

Tony has Bachelor of Business and is a member of the Institute of Chartered Accountants in Australia. Tony is also a Fellow of the Taxation Institute of Australia and is a registered Tax Agent.



3. TROY FIGLIOMENI – DIRECTOR

Troy is a Director of Abbott Solutions and has over 15 years experience working in public practice. He provides advice to small and medium business enterprises, utilising his expertise in company taxation, taxation planning and wealth creation strategies. His knowledge and experience in industries such as engineering, retail and building is also of great value to our clients.

Troy has a Bachelor of Business and is a member of the Institute of Chartered Accountants in Australia.



4. MARTIN PURCELL – MARKETING DIRECTOR

A recognised industry leader in providing high-level marketing strategies and delivering world-class brand and media solutions, Martin's commitment to the highest ethical practices in his industry has recently seen him appointed as Vice-President of the Australian Marketing Institute.

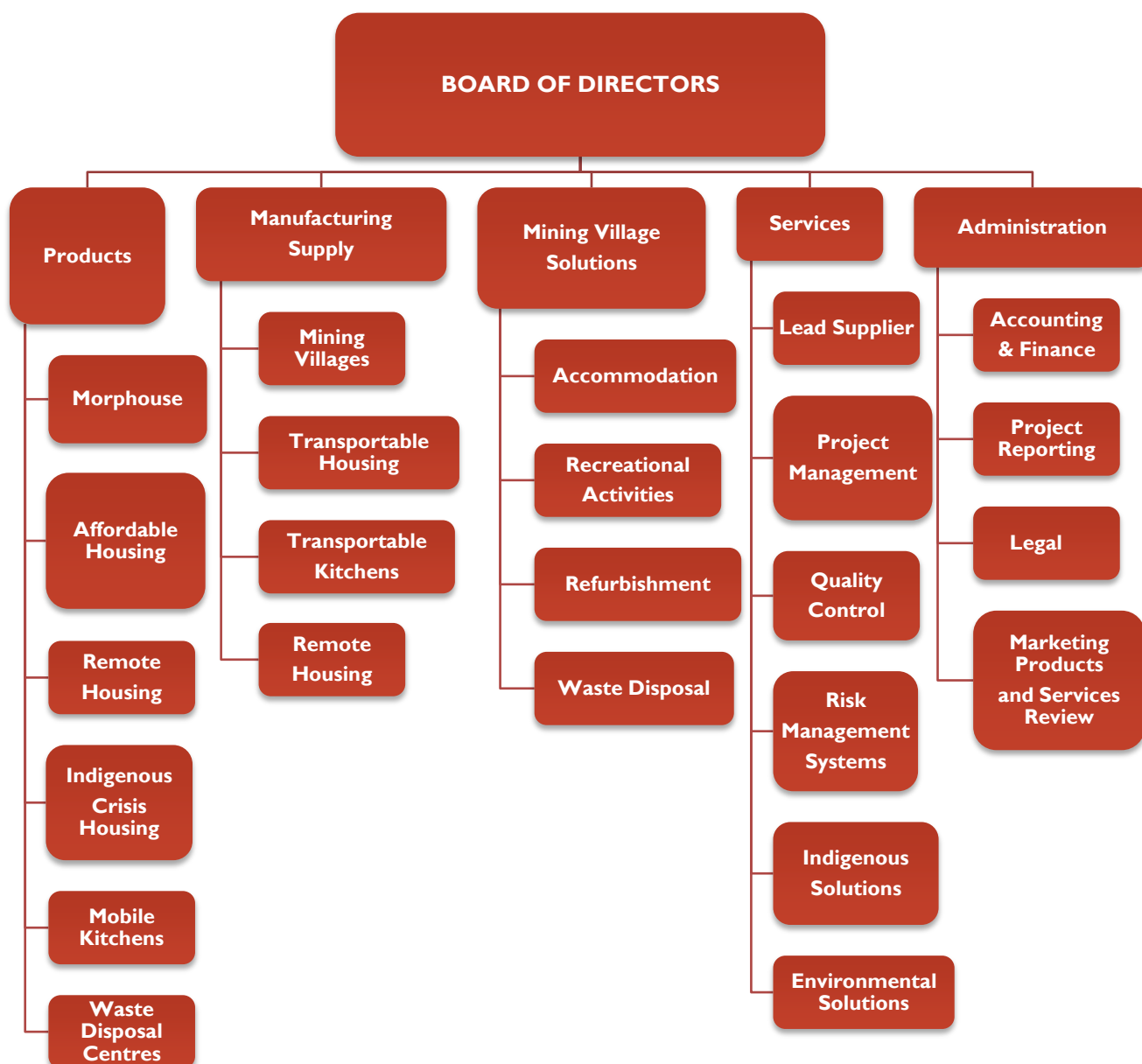


In 2003 he founded the Perth-based Elixir Marketing Group, successfully engineering it to become one of Australia's leading marketing consultancies.

In 2010, he sold the business to establish the 8 Strategic Group of Companies with offices in Australia, Singapore and Malaysia.

Martin is a true marketing strategist with the ability to engineer powerful brands be they start-up projects or businesses in transformation. His knowledge of marketing combined with his theatrical flair, provides the perfect balance for enterprise solutions that are both highly creative and practical.

5. ORGANISATIONAL STRUCTURE



6. CURRENT INDUSTRY ISSUES

1. Perception of Existing Villages:

Initially poorly designed camps with camp mentality throughout design and construction using inferior products.

AMC will work with the client to achieve a Village Community atmosphere and pleasurable living experience in harsh conditions and (where required) work with the client to transform the existing camps to Village Community style living.

2. Supply - Qualitative and Quantitative:

Current old style donga accommodation both local and imported is sub standard and no longer acceptable.

AMC will supply Quality Australian Manufactured Remote Housing Solutions built to Australian Standards in Australia and take the Village Community concept from initial planning to turnkey with constant client liaison.

3. Quality Control & Project Management Challenges:

Constant quality control through our organizational structure and client dialog will ensure that unforeseen project challenges will be overcome in a professional and timely manner.

AMC is always mindful of having a minimum footprint on the land and providing design solutions that enable access for maintenance, expansion and eventual removal with minimal disturbance

For example the use of covered walkways to carry services and screw piles for temp accommodation to avoid earthworks.

A comprehensive waste management strategy covering all aspects of construction, building and operations will be implemented in each project.

7. AMC SOLUTIONS:

- AMC will keep the client fully informed at all times and work closely with the client to achieve the desired outcomes on time and on budget.
- LEAD SUPPLIER TO TURNKEY FROM INITIAL DESIGN TO COMPLETION (Design-Management in conjunction with the client)
- ONE-STOP-SHOP TOTAL SERVICE SOLUTION for supply of Remote Housing and Components to Mining Village Communities.
- Project Specific Planning (PSP) for remote housing village communities in conjunction with the client.
- Design and Control of Civil Engineering works prior to and during construction in conjunction with the client.
- Design and implementation of Accommodation in conjunction with the client.
- Design and implementation of Recreational Facilities in conjunction with the client.
- Advising on Refurbishment/Replacement of existing camps to upgrade to the Village Concept and taking control of the complete transformation in conjunction with the client.
- Complete Waste Disposal Solutions integrated with Total Environmental Solutions Infrastructure.

8. INNOVATIVE HIGH-QUALITY PRODUCTS

I. Remote Housing

- Mining Villages
- Rural Communities
- Indigenous Communities

Indigenous Housing (Linked through our Directors Indigenous Advisory/Management service)

Australian Mining Camps Limited has a connection via its Directors Tony Mc Dowell and Troy Figliomeni to Abbott Indigenous Services Pty Ltd (“AIS”). AIS acts as a Corporate Trustee for seven Registered Native Title Claimant Groups which provide benefits to Indigenous people in the Pilbara, Goldfields and South Western Australia land divisions.

AIS supports the mutual objectives of Traditional Owners, land users, Resource Companies and other regulatory bodies to provide long term employment and economic development for Indigenous People.

AIS assists Resource Companies in developing lasting relationships and sustainable social, economic, employment and training programs with its statewide Indigenous groups that will benefit all stakeholders.

AIS has the experience in dealing with Indigenous Groups and guiding them through negotiations with Resource Companies.

In the past twelve months AIS has established four enterprises with four of the Claimant Groups AIS represents. This has resulted in the successful tendering and commencement of major Heritage contracts with BHP Billiton, Roy Hill (Hancock Mining), Atlas Iron and FMG. The establishment of an Indigenous Contracting Service provider (Mikurru Pty Ltd) delivering Security Services, Transportation, General Freight and other miscellaneous services to the Atlas Iron Pardoo Mine site. AIS is currently negotiating approximately \$10 million of contract opportunities through Joint Venture partnerships with FMG Contractor Service Providers.

The experience that AIS possesses places it in a prime position for negotiations with Traditional Owners where Resource Companies want to establish Mining Village Communities.

The AIS team have undertaken Cultural Awareness Courses with its member Indigenous Groups and liaise on a daily basis with Indigenous people.

The broad range of services provided by AIS are:

- Corporate Trustee Services;
- Consulting to land users and Resource Companies;
- Mining Compliance with Land access agreements;
- Negotiating Land access agreements;
- Strategic Planning on behalf of Mining Companies Traditional Owner stakeholders;
- Project Management;
- Secretariat Services;
- Employment and Training;
- KPI Development and Monitoring;
- Business mentoring for Indigenous enterprises;
- Auditing;
- Accounting and Bookkeeping Services

AIS tailors its methodology to each individual circumstance and aims to improve the capacity and capability of Indigenous Organisations, empowering them through good governance and accountability.

2. Crisis Housing

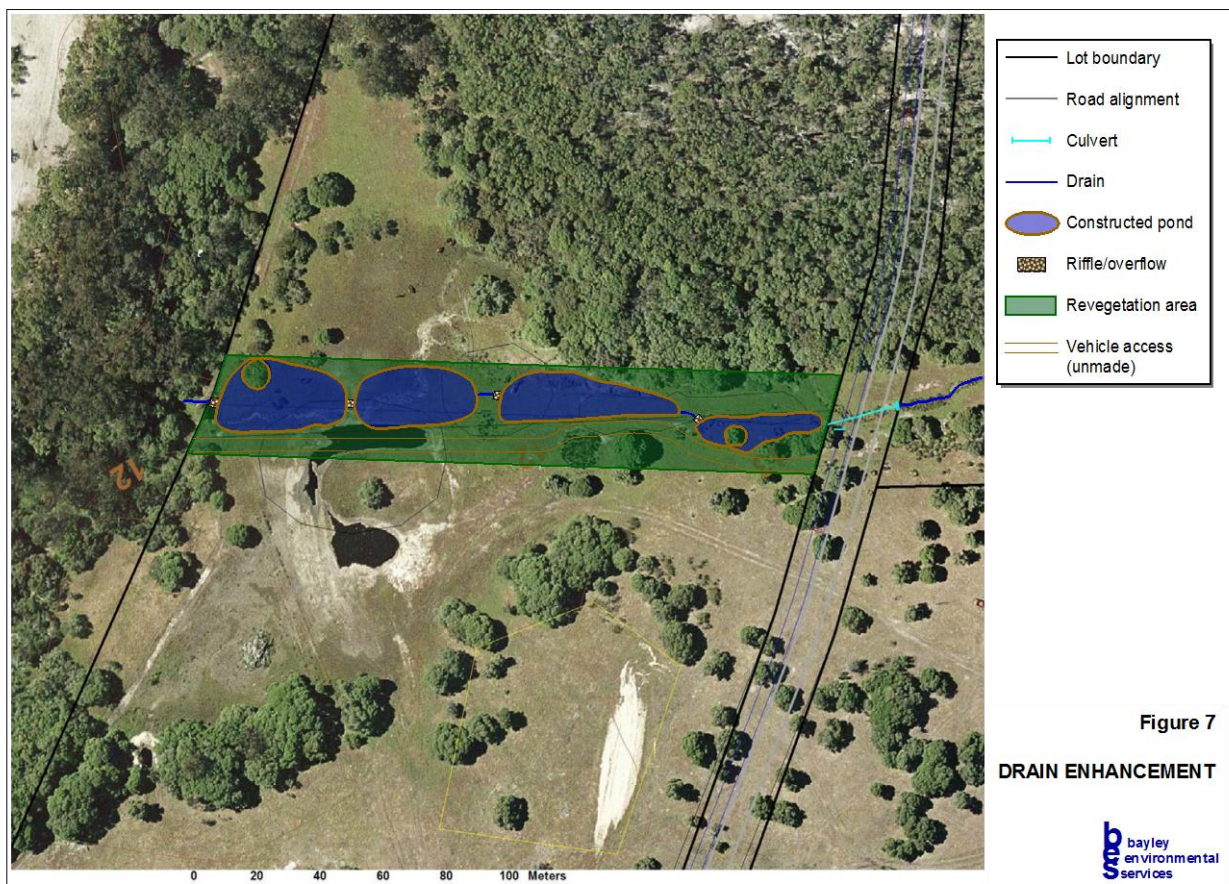
AMC can deploy emergency housing for fast erection when the need arises.

3. Affordable Housing

AMC offer a wide range of affordable housing options, all of which can be customised to each sites specific requirements

4. ENVIRONMENTALLY SUSTAINABLE COMMUNITIES WITH MINIMAL FOOTPRINT THAT CAN INCORPORATE:

- Kitchens / mess huts can provide recyclable cutlery made of 100 per cent corn starch, which break down easily in soil.
- Compostable cups can also be used in all kitchens and lunchboxes.
- Reliance on heating and cooling can be reduced by designing and orienting buildings to strike a balance between maximising solar access and capturing prevailing breezes.
- Low flow faucets can reduce indoor water consumption and recycled greywater can be used for irrigation to provide a community environment.
- Topography mapping will show the constraints and planning required of the site
- Land degradation can be protected through water sensitive design features including planted swales that slow run off and allow sediment and other pollutants to settle as follows...



- Complete Waste Management Removal System incorporating specialised Garbex Glass Crusher, Compact Hydraulic Vertical Baler, Screw Compactors, Mill size Horizontal Balers, Static Waste Compactors, Litter Bins, Polystyrene Compactors, Bin Presses and more.
- Maximum use made of solar passive design aspects to take advantage of natural energy flows and to minimise the draw on water, lighting and heating
- Capture, use, recycle and re-use of as much rainwater as possible which falls on the site and reuse treated greywater
- Use of environmentally preferred materials

- No use of rainforest or old growth forest products
- Use of materials with a lifespan equivalent to the projected life of the building
- Source local products and materials where possible, minimising the energy used to transport materials
- Modular design and choice of long lifespan materials reduces any requirement for future renovations reducing ongoing cost
- Complete Waste Management Removal System incorporating specialised Glass Crusher, Compact Hydraulic Vertical Baler, Screw Compactors, Mill size Horizontal Balers, Static Waste Compactors, Litter Bins, Polystyrene Compactors, Bin Presses and more.



Glass Crusher (23 seconds per bin load)



*Carbon Neutral Modular Bin Systems
(Waste Sales offset usage to zero sum)*

5. Rapid Automated Construction:

120 person mobile Mess/ Kitchen ready for operation in three days (Dependent upon site conditions).

6. Capacity and Fluidity:

AMC has the capacity and team to deliver and will remain in constant dialog with the client to maintain project fluidity at all times.

7. Product Flexibility:

AMC is constantly looking for new products and ways to improve existing products. AMC welcomes input from the client in any area at all times.

8. Financing/Chattel Mortgage/Lease options:

AMC are ready to help arrange finance for any product where possible.

9. PRODUCT FOCUS:

I. MOBILE ACCOMMODATION AND MOBILE KITCHEN/MESS

1. Automated Construction (Automated fold out 115sqm 120person Kitchen/Mess, six person six bathroom accommodation, three bedroom house accommodation, any one of these is a 2 man/3 day operation).
2. Transportability (If we can get a Semi Trailer to the location we can offload and build in the time frame specified dependent upon ground conditions and site formation e.g. weather conditions, slope and rock).
3. System Innovation (AMC is continually looking for ways to improve products and innovation and welcomes client input in all areas).
4. Price dependent upon each individual project requirement and budget.
5. True modular design.
6. Australian made to Australian Standards.

10. SERVICES AND SYSTEMS

1. Overarching Service Delivery Model

2. Key Partnerships

3. Project Management Operations, (Reporting, Software, Communications, Interactions)

4. Quality Control System (Project specific)



Quality Control Work Report Stands at every module for daily entry by every trade as to work undertaken and completed and time logged.

ITP Quality Control Checklist			
Client:			
Job Number:		102286 #2055	
Building Type:		LAUNDRY / LINEN STORE	
ITP #	Description	Inspection Date	Contractors Name
ITP - 0001	Fabrication		
ITP - 0001A	Chassis Painting		
ITP - 0002	Flooring	5/3	MCB
ITP - 0003	Floor Covering		
ITP - 0004	Wall and Ceiling Lining		
ITP - 0005	Frame Installation		
ITP - 0006	Insulation		
ITP - 0007	Internal Fitout, Furniture and Equipment		
ITP - 0008	External Cladding and Finishes		
ITP - 0010	Electrical Rough In		
ITP - 0010A	Electrical Fit Out		
ITP - 0011	Plumbing		
ITP - 0012	Detailing & Cleaning		
ITP - 0013	Painting		
ITP - 0014	Wall and Ceiling Plastering		

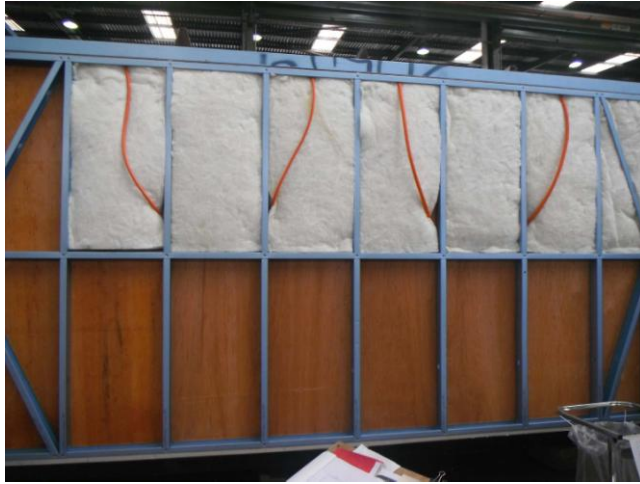
Sample Worksheet of Quality Control Forms.

Project Status Report		
Client:	Job No:	102286
Project:	Date:	09/09/2012
Design 1. All construction drawings and specifications: drawings sent to client. 2. Admin. Notes Manager Office issued for purchasing and participation. 3. Administrative Office Complex Chassis & Floor Planets issued for fabrication. 4. Work Order Work packages issued for pre-purchase of materials and pre-fabrication. 5. Section 7 Reports received for the kitchen/laundry, linen store and administrative office complex. 6. Preliminary RCP Reports received and sent for final review and draft. 7. Bathroom configuration issued, commenced preliminary frame details.		
Construction 1. Kitchen / Dining a. Electrical Rough In b. Plumbing fit out WIP c. Dry extraction fit out complete d. Insulation Complete e. Cladding WIP 2. K2052 - 2054 - Communal Laundries a. Electrical fit out WIP b. Plumbing fit out WIP c. Sub floor plumbing complete d. Furniture / equipment fit out WIP e. Cladding complete f. Windows fitted g. Window Sash fitted h. Machine Housing WIP		

Project Status Report		
Client:	Job No:	102286
Project:	Date:	09/09/2012
1. K2055 - Village Laundry / Linen a. Window complete b. Electrical rough in WIP c. Plumbing rough in WIP d. Insulation WIP 2. K2058 - 2059 - WIP Filler a. Electrical fit out WIP b. Plumbing fit out WIP c. Sub floor plumbing complete d. Furniture / equipment fit out WIP e. Cladding complete f. Windows fitted 3. K2060 - WIP Filler (Workshop) a. Electrical fit out WIP b. Plumbing fit out WIP c. Sub floor plumbing complete d. Furniture / equipment fit out WIP e. Cladding complete f. Windows fitted 4. K2061 - Gymnasium a. Frame erected b. Internal bracing completed c. Floor prepared for coverings d. Electrical rough in completed e. Plumbing rough in complete f. Insulation complete g. Cladding WIP		

Project Status Report		
Client:	Job No:	102286
Project:	Date:	09/09/2012
5. K2062 - Recreation Room a. Electrical fit out WIP b. Plumbing fit out complete c. Furniture / equipment fit out WIP d. Cladding complete e. Windows fitted f. Sash fitted g. Lock up complete 6. K2065 - DIT Building a. Frame erected b. Roof trusses installed c. Internal bracing completed d. Floor coverings complete e. Electrical rough in WIP f. Plumbing rough in complete g. Water proofing to be commenced 8. K2065 - Managers Office a. Chassis WIP		

Project Status Report		
Client:	Job No:	102286
Project:	Date:	09/09/2012
Priorities 1. K2051 Kitchen: Material ordered, progressive deliveries 2. K2052 - K2054 Communal Laundries - Material ordered, progressive deliveries (Washers/Drum received) 3. K2055 - Village Laundry / Linen: Material ordered, progressive deliveries (Lining 20 washers and 20 drums) 4. K2058 - K2059 WIP Filler: Material ordered, progressive deliveries 5. K2060 - WIP Filler (Workshop): Material ordered, progressive deliveries 6. K2062 - Rec. Room: Material ordered, progressive deliveries 7. K2061 - Gym: Material ordered, progressive deliveries. (Some equipment received) 8. K2063 - Misc Office: Fabrication material ordered 9. K2064 - Admin Office: Fabrication material ordered 10. K2066 - CRT: Production material ordered, progressive deliveries 11. K2065 - Managers Office: Fabrication and long lead time material ordered, other material WIP. Reservations 1. Booked and on schedule as required Other Details		



For example of QC Procedures and Precision Adherence Refer to Nambeelup Business Park Documentation Case Study.

5. Risk Management Systems (Inbuilt in Organisational Structure)
6. States Building Requirement (Code Conscious Adherence & Understanding)
7. Lease/Financing Options
8. Warranties & Guarantees (Project and product specific dependent upon quality design and material standards limited by the client budget)
9. Environmental Sustainability

These initiatives can help to protect and enhance the local environment, ensure sustainable resource use, and foster the development and maintenance of vibrant communities.

AMC and EnviroDevelopment will form a strong partnership to showcase leadership in how social and ecological sustainability goals can effectively underpin project planning and delivery across a range of climatic conditions overcoming challenging site conditions.

II. CASE STUDIES

I. VILLAGE UPGRADE - EXISTING MINING CAMP APPROX 12 YEARS OLD



CAMP PRESENTS THE FOLLOWING CHALLENGES

- Kitchen / mess hut is grid locked by accommodation units preventing thoughtful expansion.
- Little initial planning for future requirements and growth.
- Early accommodation units are grid locked by later accommodation units.
- Early accommodation units can not be removed or accessed for maintenance.
- Some early accommodation units need to be removed but no crane access is available to allow removal.
- Some early accommodation units are badly in need of repair but can only be rectified by manual labour which is cost prohibitive.
- The problem is continually compounded by new accommodation units being placed in the same manner to fill in gaps.
- Little recreation facilities evident.
- Little and virtually no re-vegetation.
- Little sign of land protection / erosion through water retention swales.
- Not conducive to a village community atmosphere

12. AMC SOLUTION:

2. REDESIGN THE CAMP AND UPGRADE TO A VILLAGE COMMUNITY

Creating an overlay of the camp and redesigning the layout by...

- Biting the bullet and committing to fix the problem.
- Introducing new quality accommodation in stages with access by covered walkways to enable services to be extended to the new accommodation units attached to the walkways therefore causing minimum disturbance and minimum footprint.
- Stage one will be the extreme outskirts of the new village concept and will allow transfer of workers from ten accommodation units into ten new accommodation units.
- This will allow the removal and relocation of seven accommodation units immediately behind the mess hut by crane to allow access to remove other deteriorated accommodation units and give access to expand the Mess / Kitchen in an orderly manner.
- Three further deteriorated accommodation units can then be removed to allow access by crane to remove the row / rows of defunct accommodation units and return them to the lessor thereby stopping payment on unusable accommodation.
- The Village can then be systematically redesigned with new quality accommodation and the old accommodation can be either discarded, sold to start up miners or station owners or moved to temporary locations but this last suggestion is not cost effective.
- AMC can supply a 115sqm Kitchen / Mess to feed 120 people, or house six persons with six ensuites or simply be a 3brm house all of which are absolutely transportable and can be erected and inhabited within three days. One day in the right conditions. With very little footprint on the land.
- Rapid Automated Construction.
- Financing/Chattel Mortgage/Lease options:
AMC are ready to help arrange finance for any product where possible.



AUTOMATED FOLD OUT KITCHEN



HALF INSIDE VIEW



OTHER HALF INSIDE VIEW



ONE SIDE FOLDING SECTION



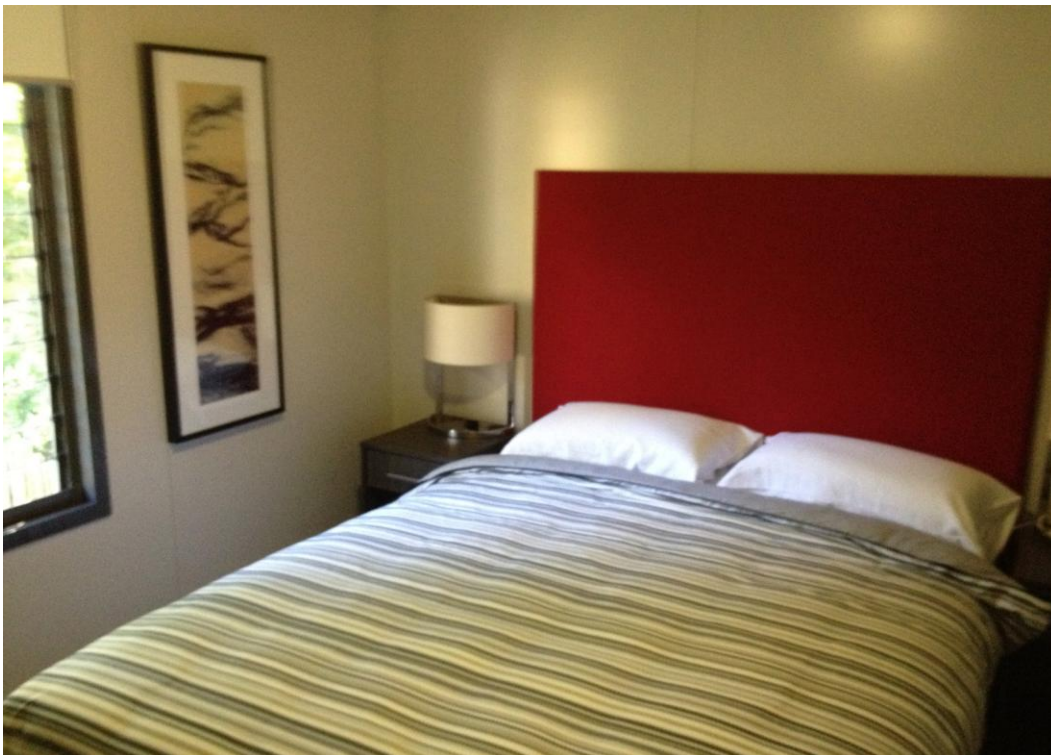
SIX BEDROOM, SIX BATHROOM MODEL UNDER CONSTRUCTION



FLAT PACKED HOUSE READY FOR DELIVERY



DISPLAY HOME QUEENSLAND - LIVING



DISPLAY HOME QUEENSLAND – BEDROOM 1



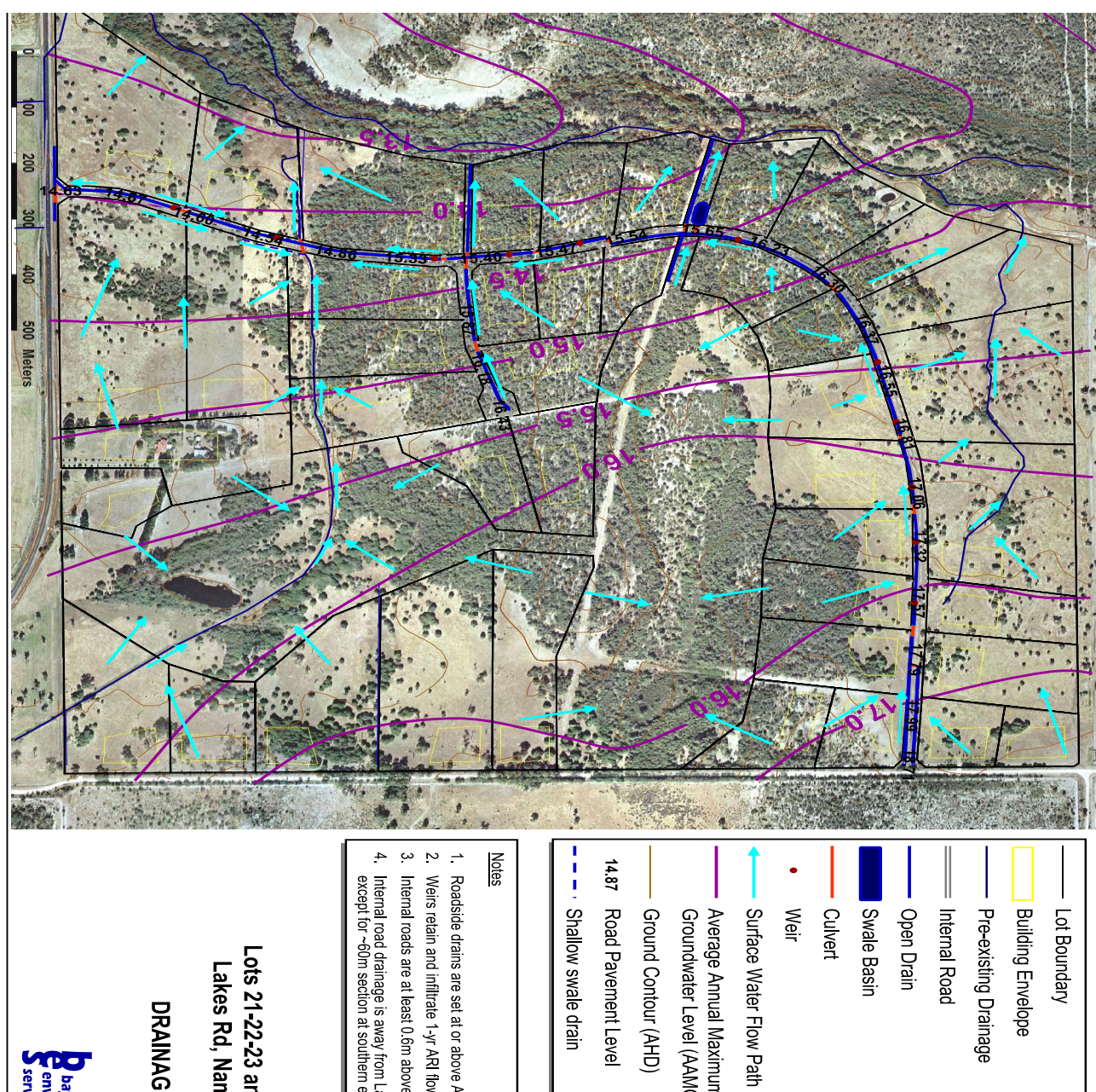
DISPLAY HOUSE QUEENSLAND – EXTERNAL



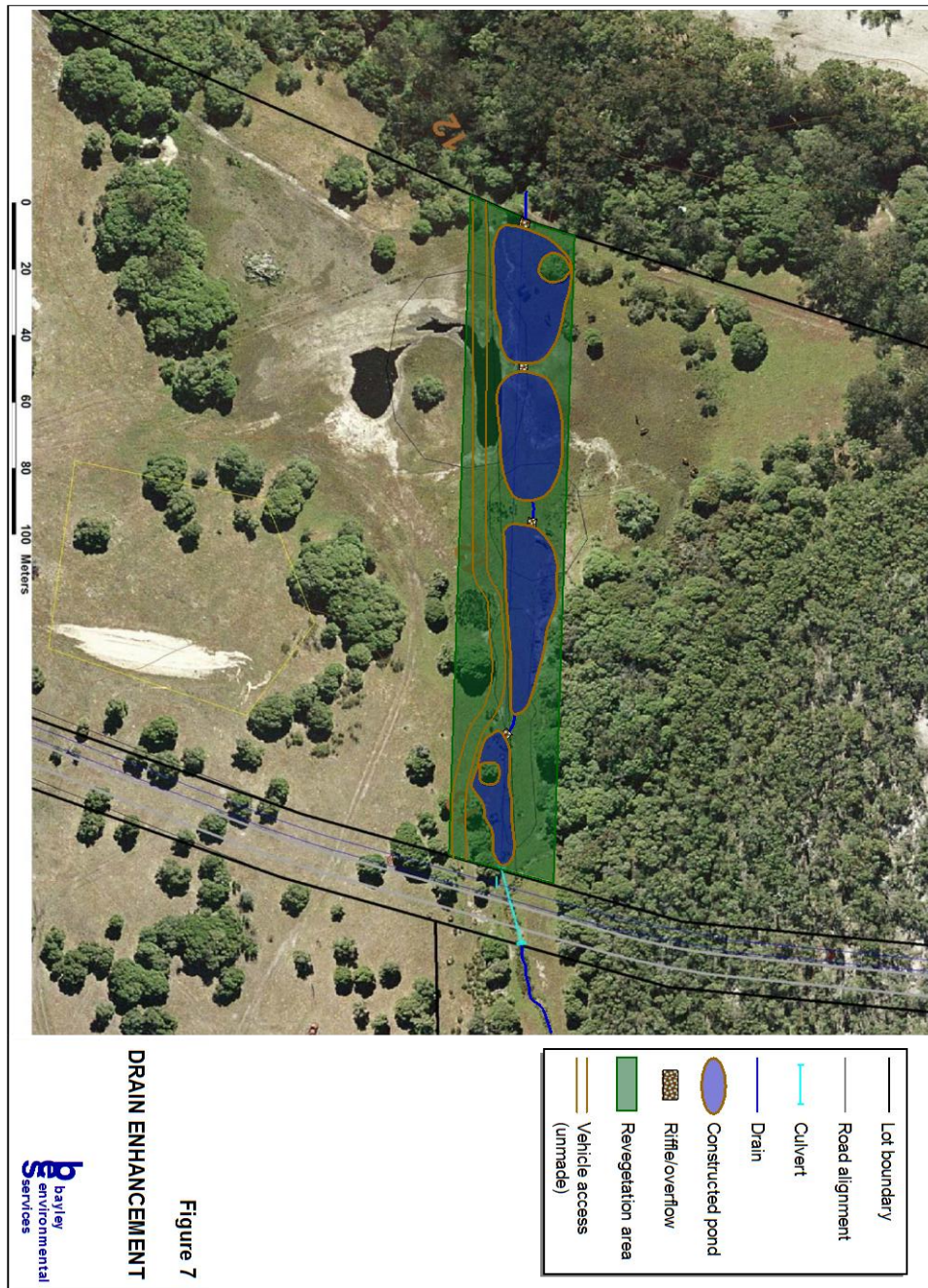
DISPLAY HOME QUEENSLAND - EXTERNAL FOOTING

13. CASE STUDY 2- NAMBEELUP HOME BUSINESS PARK

The same principle's that we applied here should be applied to each and every site no matter where located.



This map study identified the flow of water over the land running to the Nambeelup Brook and thereby identified the need for nutrient stripping ponds as detailed following.



NUTRIENT STRIPPING PONDS HARNESS THE RUN OFF AND PROTECT THE NAMBEELUP BROOK. EASEMENTS WERE PLACED OVER THE PONDS FOR PROTECTION

START UP MEETING IS PARAMOUNT TO SUCCESS



MINUTES OF MEETING

ENQUIRIES: RICHARD MARTIN
PROJECT NO: 18787-BUS-C-2/CA

LOTS 21-22-23 LAKES ROAD, NAMBEELUP BUSINESS PARK

SITE MEETING NO. 1

Meeting held on 18 January 2010 at 9.30am

PRESENT:

Phil Bayley	Bayley Environmental Services	BES	bailey@inet.net.au
Alan Marshall	Downstream Nominees	DN	alan@walandbank.com
George Marshall	Downstream Nominees	DN	george@walandbank.com
Geoff Lyster	Westflow Investments	WI	gdlyster@treko.net.au
Sean Lyster	Westflow Investments	WI	lystercontracting@hotmail.com
Albert Lo	Wood & Grieve Engineers	WGE	albert.lo@wge.com.au
Richard Martin	Wood & Grieve Engineers	WGE	richard.martin@wge.com.au
Brett Dunn	Department of Water	DOW	brett.dunn@water.wa.gov.au
Keith Corby	Wormall	WL	kcorby@wormallcivil.com.au
Szymon Lizak	Wormall	WL	slizak@wormallcivil.com.au
David Podmore	Water Corporation	WC	david.podmore@watercorporation.com.au
Neville Stiles	Water Corporation	WC	neville.stiles@watercorporation.com.au
Paul Revell	APA Group	APA	paul.revell@apa.com.au
Don Gregson	APA Group	APA	don.gregson@apa.com.au

APOLOGIES:

Alan Smith	Shire of Murray	SOM	alans@murray.wa.gov.au
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DISTRIBUTION:

Attendees and Apologies

MINUTES

ACTION

1.1 CONTACTS

Contractor:	Wormall Pty Ltd
Superintendent:	Wood & Grieve Engineers
Superintendent's Representative:	Richard Martin 0423 232 963
Site Contact:	Keith Corby
APA Contact:	Paul Revell 0437 907 990

1.2 PROGRAM AND PROGRESS

Wormall has not commenced on-site. Topsoil stripping expected to be completed within 2 weeks time.

Contract has been awarded to WL. Based on topsoil still being stripped WL advised they will probably make a start on-site on 29 March 2010.



SOIL ANALYSIS TO DETERMIN SOIL TYPE AND THE PRESENCE OF ACID SULPHATE SOIL OR THE LIKELYHOOD OF IT EVENTUATING



Government of **Western Australia**
Department of **Environment and Conservation**

Your ref: DEC 12450
Our ref: Yash Pal/Stephen Wong
Enquiries: 9333 7580
Phone: 9333 7557
Fax: Yash.Pal@dec.wa.gov.au
Email:

Mr Phil Bayley
30 Thomas Street,
South Fremantle 6162

Dear Mr Bayley

LOT 21-23 LAKES ROAD NAMBEELUP: ACID SULFATE SOILS AND DEWATERING MANAGEMENT PLAN (BAYLEY ENVIRONMENTAL SERVICES, DECEMBER 2009)

Thank you for providing further information to clarify the report entitled, 'Lot 21-23 Lakes Road Nambeelup: Acid Sulfate Soils and Dewatering Management Plan' (Bayley Environmental Services, December, 2009) to the Contaminated Sites Branch (CSB) of the Department of Environment and Conservation (DEC). The letter was received on 13 January 2010.

CSB understands that the report was prepared to satisfy condition 12 of Western Australian Planning Commission (WAPC) approval # 132143, which states:

An Acid Sulfate Soils Self-Assessment Form and, if required as a result of the self assessment, an Acid Sulfate Soil Report and an Acid Sulfate Soil Management Plan shall be submitted to and approved by the Department of Environment and Conservation before any site works are commenced. Where an Acid Sulfate Soil Management Plan is required to be submitted, all site works shall be carried out in accordance with the approved management plan (Department of Environment and Conservation).

CSB has reviewed the Report together with the additional information and provides following comment:

Soil investigation and management

- CSB notes that the proposed development is for rural residential lots (ranging from 1.05 – 6.8ha) and no gravity sewer is proposed. The proposed earthworks involve cut and fill with shallow excavation for drainage and utility services to a depth of 1.2m below ground level.
- CSB understands that the scale of site works has been reduced and that the cut and fill operation will be set at above the average annual maximum groundwater level. Excavated soil materials will be treated and reused onsite as fill materials.
- While the initial soil sampling intensity is limited for an area estimated at 155ha, CSB considers that the nature of the development presents a low risk of acid sulfate soil disturbance.

DIRECTOR GENERAL AND ENVIRONMENTAL SERVICES DIVISIONS: The Atrium, 168 St Georges Terrace, Perth, Western Australia 6000
Phone: (08) 6467 5000 Fax: (08) 6467 5562 TTY: 1880 555 630

PARKS AND CONSERVATION SERVICES DIVISIONS: Executive: Corner of Australia II Drive and Hackett Drive, Crawley, Western Australia 6009
Phone: (08) 9442 0300 Fax: (08) 9386 1578 Operations: 17 Dick Perry Avenue, Technology Park, Kensington, Western Australia 6151
Phone: (08) 9219 8000 Fax: (08) 9334 0498 TTY: 9334 0546

POSTAL ADDRESS FOR ALL DIVISIONS: Locked Bag 104, Bentley Delivery Centre, Western Australia 6983
www.dec.wa.gov.au
wa.gov.au

XDEC0001

DEC APPROVAL OF ACID SULPHATE SOIL ANALYSIS AND DE WATERING MANAGEMENT



LIMING PHOTOS FOLLOWING FOR ACID SULPHATE SOIL PROTECTION



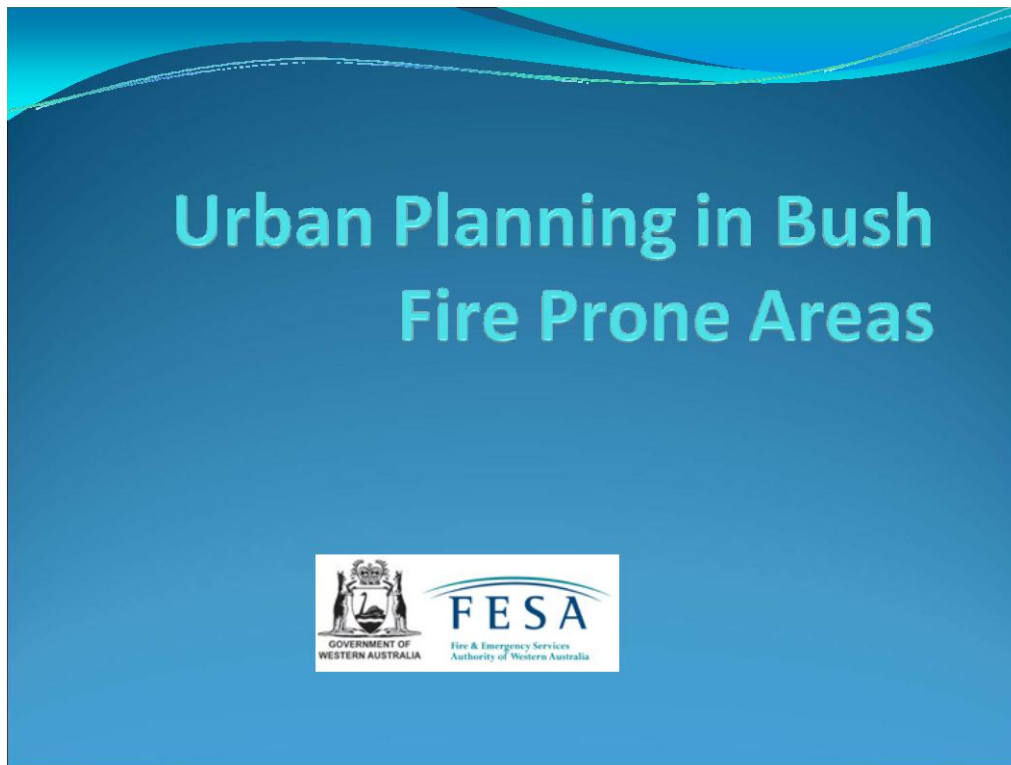
LIME MIXED WITH SAND FOR ACID SULPHATE SOIL PROTECTION







LIMING OF SERVICES TRENCH SOIL READY FOR BACKFILL



FIRE MANAGEMENT PLAN

THE FIRE MAMNAGEMENT plan has been provided in full to fully indicate the complexity of all of the following plans / studies and reports

NAMBEELUP HOME BUSINESS PARK

FIRE MANAGEMENT PLAN

Prepared for

Downstream Nominees Pty Ltd
PO Box 132
CLAREMONT WA 6910

by

BAYLEY ENVIRONMENTAL SERVICES
30 Thomas Street
SOUTH FREMANTLE WA 6162

Report No. J09003h
14 September 2010

Sundowner Nominees Pty Ltd as trustee for the Bayley Cook Family Trust ABN 20 822 598 897
trading as Bayley Environmental Services



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A	Copy of Annexure A to sales contracts enforcing the Fire Management Plan
B	Copy of Annexure A2: Deed of Restrictive Covenant



1.0 INTRODUCTION

1.1 Site Description

The Nambeelup Home Business Park (the subject site) occupies approximately 154 hectares of land immediately east of Nambeelup Brook and bounded by Nambeelup Brook, Lakes Road, Yangedi Road and Readheads Road (unmade) in the Shire of Murray. The estate comprises 43 lots measuring between 1.1 ha and 6.8 ha. Figure 1 shows the layout of the site.

The subject site is partly cleared, with the cleared part (approximately 82ha) having been used until recently for cattle grazing. The remaining 72ha supports native regrowth vegetation consisting of low open woodlands of *Eucalyptus rudis*, *Melaleuca*, *Nuytsia*, *Banksia* and *Kunzea*. A detailed vegetation assessment of the subject site was undertaken by botanist Dr Arthur Weston in 2003. Figure 2 shows a vegetation map of the site.

The topography of the subject site is generally low and flat, with slopes ranging from under 1% up to 6%.

1.2 Statutory Provisions

Condition 19 of the WA Planning Commission's subdivision approval for the estate requires the preparation of a Fire Management Plan to the satisfaction of the Shire of Murray. This document has been prepared to satisfy that requirement.

Each buyer of a lot within the estate will be provided with a copy of the Fire Management Plan at settlement and, in accordance with Item 13 of Annexure A to the sale conditions, agrees to abide by the FMP. This condition survives settlement and resale. A copy of Annexure A to the sale conditions is attached in Appendix A.

This Fire Management Plan may be reviewed or amended by Council in the future if site conditions or Council standards for fire prevention change. Landowners and occupiers are advised that the provisions of the *Bush Fires Act 1954* apply and still be enforced in addition to this Fire Management Plan.

1.3 Bush Fire Prone Areas

Bush fire prone areas may be designated by Local Government and/or the fire service responsible for an area. In designated bush fire prone areas all habitable buildings must comply with Australian Standard 3959-2009: *Building in Bush Fire Prone Areas*. Bush fire prone areas are areas of medium, high or extreme bush fire hazard, which can be

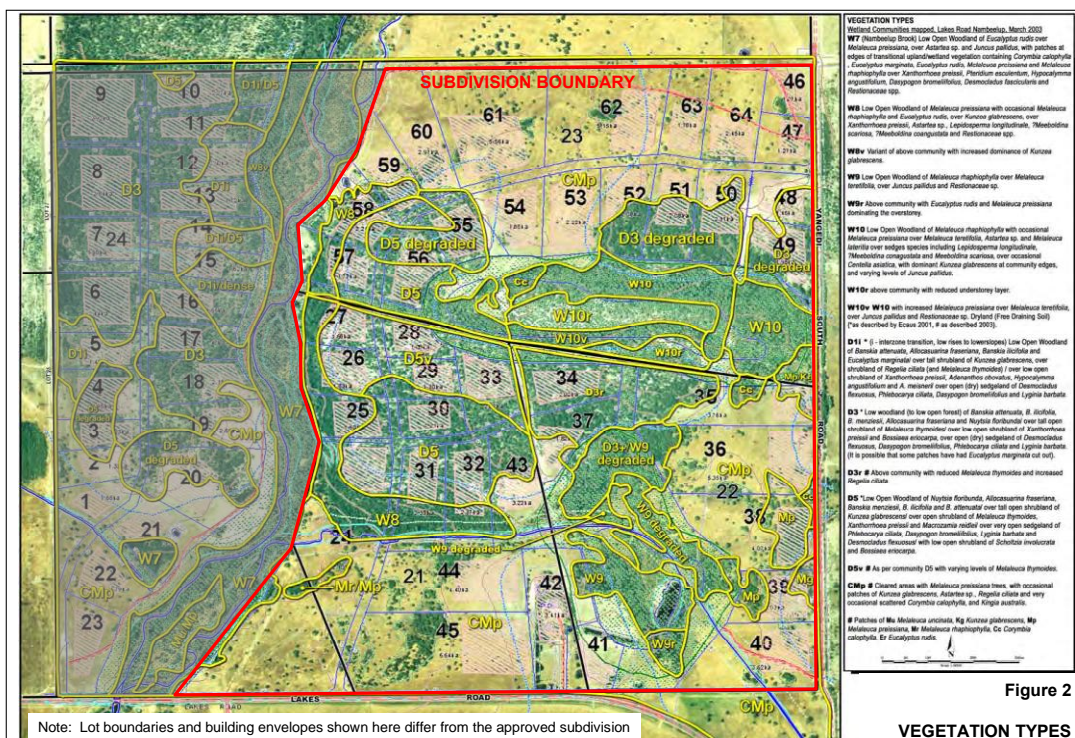
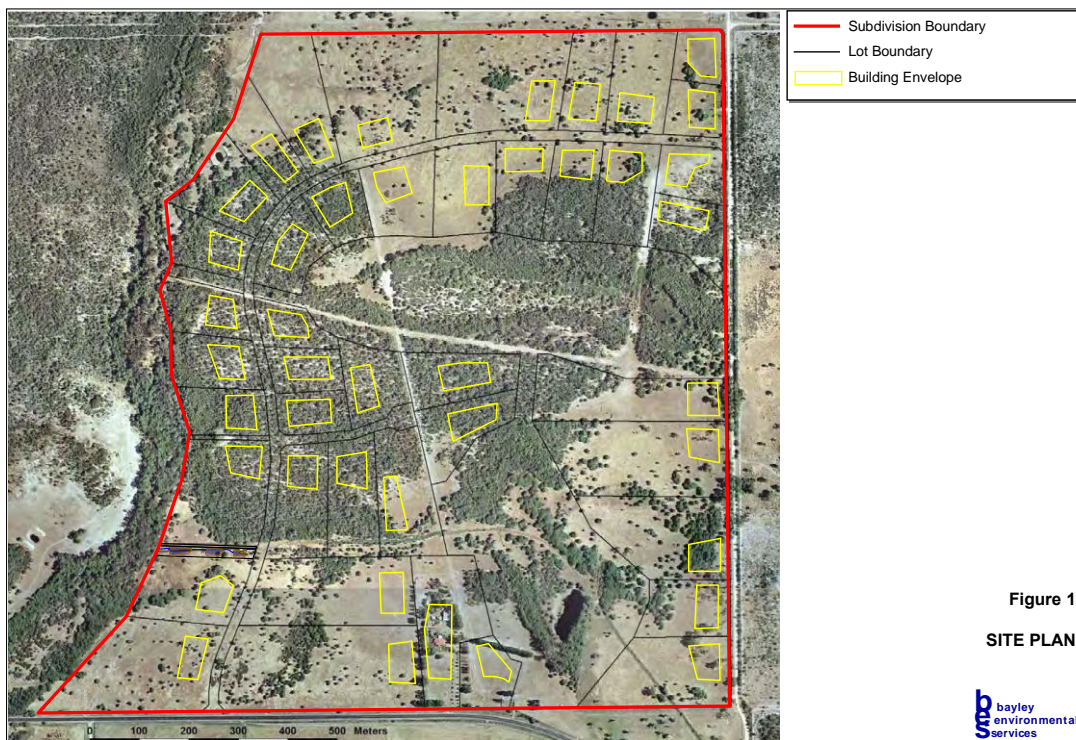


identified as Bush Fire Management Special Control areas under the provisions of the Model Scheme Text (Appendix B under the Town Planning Regulations).

Generally, a bush fire prone area would be an area that can support a bush fire or is likely to be subject to bush fire attack. However, for the purposes of implementing planning and building controls relating to habitable buildings, a bush fire prone area is an area subject to attack by embers, radiation, direct flame or any combination thereof-based on a 1-in-50-year bush fire scenario, where the level of bush fire attack is sufficient to warrant bush fire related planning and building controls.

Using the hazard assessments outlined above, all areas with a medium, high and extreme hazard level become bush fire prone areas for the purpose of planning and building controls. This means that, generally, all areas with standing native vegetation, as well as plantations (eg. pine and blue gum) greater than one hectare and areas within 100m thereof are bush fire prone areas.





2.0 BUSHFIRE HAZARD ASSESSMENT

The assessment of fire hazard takes into account existing and future site conditions including:

- topography, with particular reference to ground slopes and accessibility;
- vegetation cover – including existing vegetation and proposed revegetation; and
- relationship to surrounding land uses.

The hazard assessment is based on the vegetation types described and mapped on Figure 2 and the hazard ratings set out in Planning for Bushfire Protection (WAPC, 2010). These ratings are, in summary:

- Low Hazard - Cleared land, pasture.
- Moderate Hazard - Low open woodland.

Figure 3 shows the bushfire hazard ratings over the property.

The land immediately west of the estate is uncleared public open space within the Nambeelup Brook reserve. This land presents a moderate fire hazard according to the ratings set out in WAPC (2010). Further west the land is partly cleared and developed as a rural-residential estate. This land presents a low to moderate bushfire hazard similar to the subject site. The mostly cleared grazing land to the north, east and south presents a generally low bushfire hazard.



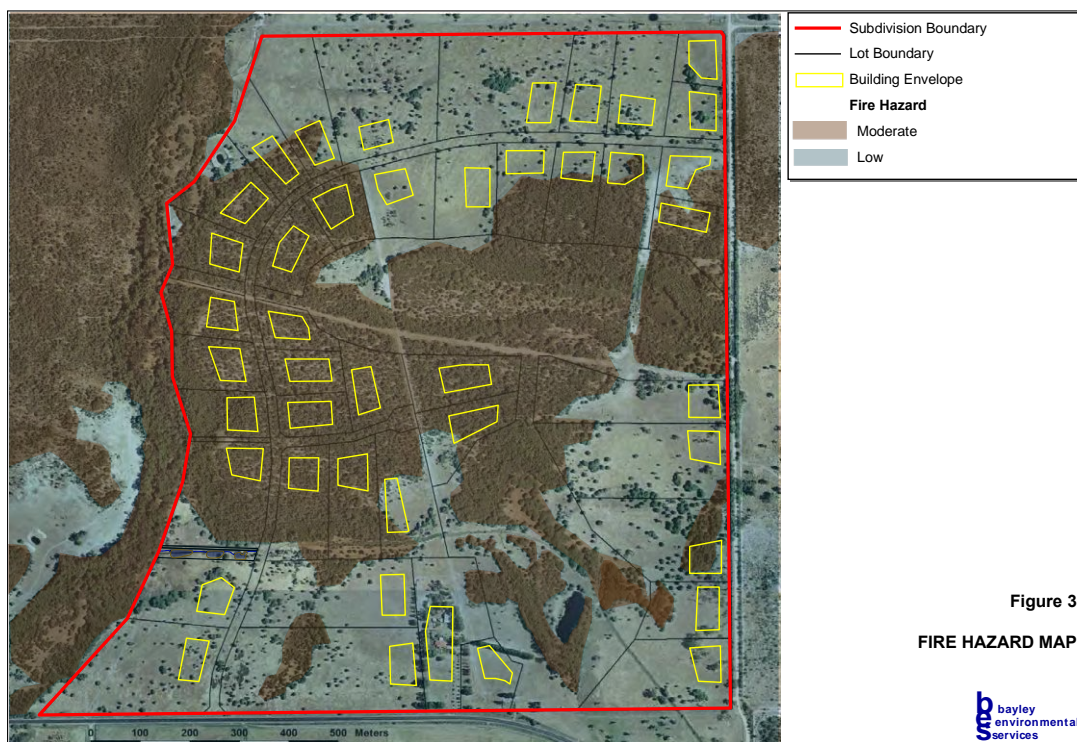


Figure 3
FIRE HAZARD MAP

 bayley
environmental
services

3.0 BUSHFIRE ATTACK LEVEL

3.1 Bushfire Attack Level Assessment

Bushfire attack level (BAL) may be defined as the level of fire intensity (including direct flame contact, radiant heat and ember attack) experienced by a building in a bushfire situation. The BAL depends upon the type and density of vegetation, the distance of the building from the vegetation, the steepness and direction of slope and the presence of intervening barriers. The assessment of and response to BAL is based on *Australian Standard AS 3959-2009: Construction of Buildings in Bushfire-Prone Areas*.

Depending upon the BAL, Australian Standard 3959-2009 specifies varying construction standards to be applied in new houses. These may include enclosure of eaves and underfloor spaces, selection of building materials, protection of windows and other measures.

The BAL is intended to be calculated separately for each building or building envelope and each vegetation type. At the subdivision stage a preliminary calculation of BAL for all building envelopes can be made as follows, based on the tables contained in AS3959-2009 and WAPC (2010). For the purposes of this assessment, 20m building protection zones and 40m hazard separation zones as set out in Sections 4.4 and 4.5 are assumed to be in place around all residences.

- Vegetation types: Low open woodland.
 Open mallee (equivalent - hazard separation zones).
- Distance from vegetation: 20m to hazard separation zone (assumed equivalent to open mallee vegetation type).
 60m to all other vegetation types.
- Slope: Less than 5 degrees.

Based on these parameters, and particularly the separation distances, AS 3959-2009 assigns a BAL of 12.5 to all parts of the subdivision. BAL-12.5 requires a separation of at least 35m from woodland and 20m from mallee (equivalent to hazard separation zone). These separations are achieved by the building protection and hazard separation zones specified by this management plan.

3.2 Building Specifications

For BAL-12.5, AS 3959-2009 specifies the following design and construction standards for dwellings and attached structures:

 BAYLEY ENVIRONMENTAL SERVICES


-
- Walls within 400mm of the ground or decks are to be of non-combustible materials, fire-resistant timber or other materials specified in the Standard.
 - Exterior wall joints are to be sealed, with no gaps greater than 3mm.
 - Vents and weepholes larger than 3mm in external walls are to be screened with mesh smaller than 2mm.
 - External windows and doors are to be protected by fire shutters or screens, or constructed of fire-resistant materials as specified in the Standard.
 - Roofs are to be constructed of non-combustible materials (e.g. tiles, metal, fireproof sheeting), fully sarked and to have no gaps >3mm.
 - Roof/wall joints and eaves are to be sealed, with no gaps >3mm.
 - Roof penetrations (skylights, vents, air conditioners etc.) are to be screened with <2mm non-corroding metal mesh.
 - External decking, steps etc. within 400mm of glazed elements are to be constructed of non-combustible material or fire-resistant timber.

The design and construction of buildings within the subdivision to comply with the requirements of AS3959-2009 will be the responsibility of the individual lot owners and will be subject to approval by the Shire of Murray.

4.0 FIRE MANAGEMENT MEASURES

The aim of this Fire Management Plan is to reduce the threat to residents and fire fighters in the event of bushfire within or near the site. The plan covers:

- roads;
- firebreaks;
- dwelling construction standards;
- building protection zones;
- hazard separation zones;
- hazard reduction;
- driveway standards; and
- planting of trees.

The Fire Chief of the North Dandalup Fire Brigade, Mr Peter Thurkle, inspected the subdivision with the developer and was appreciative of the work done to reduce fire risk and improve access in the event of fire.

4.1 Road System

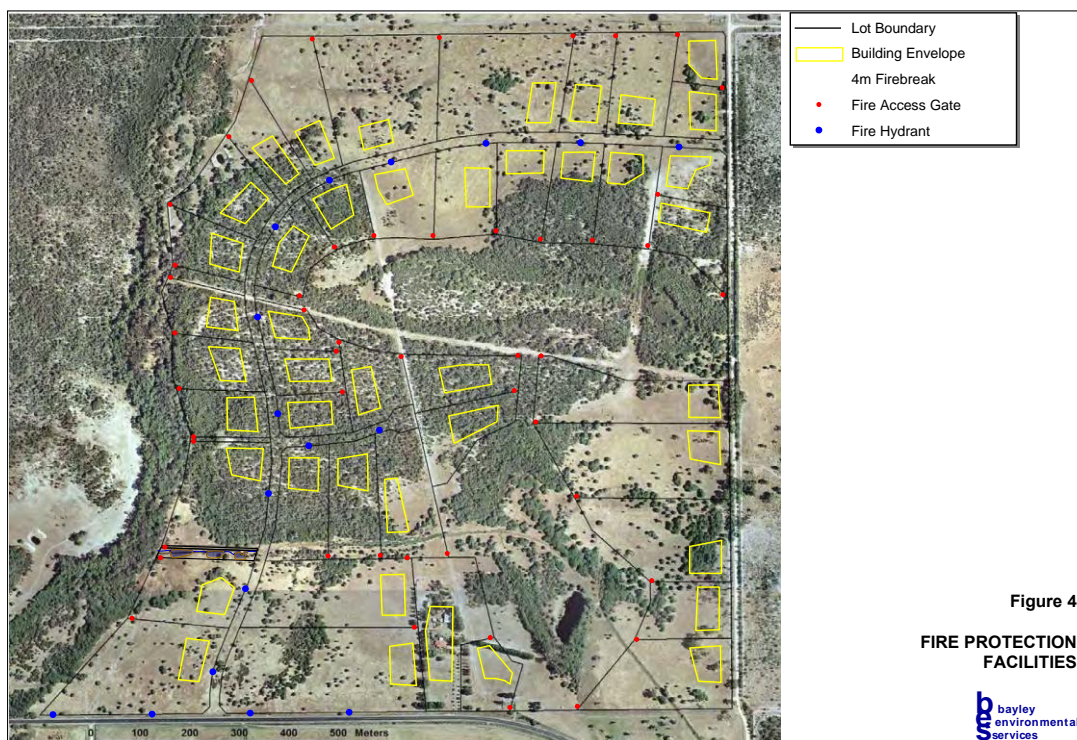
Access to the new residential lots will be by way of an access road, Dirk Hartog Drive, that runs from Lakes Road to Yangedi Road. A short cul-de-sac, Hero Court, runs off Dirk Hartog Drive. The internal road layout provides two alternative exit directions in the event of a fire within the estate.

4.2 Firebreaks

The property is currently surrounded by a boundary firebreak about 4m wide. Additional fire protection is provided by similar firebreaks on adjacent properties and by the 6m cleared surfaces of Lakes Road, Yangedi Road and Dirk Hartog Drive.

In keeping with the requirements of the Shire of Murray Firebreak Notice, firebreaks at least 4m wide will be maintained around the boundaries of all lots within the estate. Gates have been installed on the side boundaries of lots where appropriate to provide continuous access between lots for fire equipment along the rear boundaries. These gates will be left unlocked or, if locked, will be fitted with Shire of Murray "FH" locks. Figure 4 shows the layout of firebreaks and gates within the estate.

All residential lots will comply with the requirements of the Shire of Murray Firebreak Notice in addition to this Fire Management Plan. An updated Firebreak Notice is published annually and can be downloaded from the Shire of Murray website at www.murray.wa.gov.au.



4.3 House Construction

Individual dwellings and other buildings on each lot will be designed and built to conform with:

- the *Homeowner's Bush Fire Survival Manual* (FESA, 2004);
- the Shire of Murray specification and requirements; and
- Australian Standard AS 3959: *Construction of Buildings in Bush Fire Prone Areas*.

Australian Standard AS 3959: *Construction of Buildings in Bush Fire Prone Areas* can be obtained from:

Standards Australia
1 The Crescent, Homebush, NSW 2140
P.O. Box 1055, Strathfield, NSW 2135
Tel: 02 9746 4700
Fax: 02 9746 8450
Email: mail@standards.com.au
Web: www.standards.com.au

Perth Office:
Ground floor, 165 Adelaide Terrace, Perth, 6004.

Annexure A2 to the sale conditions for lots in the estate, attached in the form of a Restrictive Covenant on each title, specifies that:

"3.20 A dwelling must not be constructed unless:

- (a) made predominantly of masonry or rendered construction externally;
- (b) with a tile or metal sheeting (custom or mini orb) roof;
- (c) having a front façade of at least two different colours; and
- (d) constructed of materials compliant with The Australian Standard for Construction of Buildings in Bushfire-Prone areas (AS 3959) for medium hazard areas."

Annexure A2 is attached in Appendix B.

4.4 Building Protection Zones

The building protection zone (Figure 5) is a low fuel area immediately surrounding a building, intended to reduce bushfire intensity close to dwellings and to minimise the likelihood of flame contact with buildings.

Non-flammable features such as driveways, vegetable patches, lawns and landscaped gardens (including deciduous trees) may form part of the building protection zone. Isolated trees and shrubs may be retained within building protection zones.



A building protection zone of 20 metres is to be established around all primary buildings (houses and attached outbuildings), preferably before the building is constructed. It must fulfil the following conditions:

- Bushfire fuels must be maintained below a height of 50mm.
- The first 5m around all buildings is to be cleared of all flammable material.
- Reticulated gardens may be located in this zone.
- For the next 15 metres (i.e. from 5 to 20 metres) surrounding all primary buildings, trees may be retained or planted but should be spaced at least 15m apart to provide a 5m separation between canopies.
- Branches must be removed at least 2m back from the eaves of all primary buildings.
- All leaves, tall grass and tree litter (fallen branches etc.) must be removed from within the building protection zone.
- Grass should be trimmed and maintained to a height of no more than 50mm.

4.5 Hazard Separation Zones

Hazard separation zones reduce bushfire intensity in the area surrounding the building protection zone, thereby reducing both radiant heat and ember attack on buildings.

The hazard separation zone (Figure 5) should extend a further 40 metres beyond the building protection zone or to the lot boundary. Within this zone, bushfire fuel loadings must be maintained below 4-6 tonnes/ha. The Shire of Murray can provide advice on when this is achieved. Grass fuels must be maintained below 50mm.

4.6 Hazard Reduction

In cleared parts of the site, grassland fuel loads should be maintained below 4-6 tonnes/ha through grazing, slashing or other means.

The Shire of Murray can provide further information on gauging the level of fuel load in these areas and on measures to regulate the fuel loads.

4.7 Driveways

Where house sites are more than 50 metres from a public road, access to individual houses and turning areas should be available for both conventional two-wheel-drive

vehicles and 3.4 fire service appliances (appliances on a 7 tonne 4WD chassis). Turn around areas should be located within 50 metres of a house.

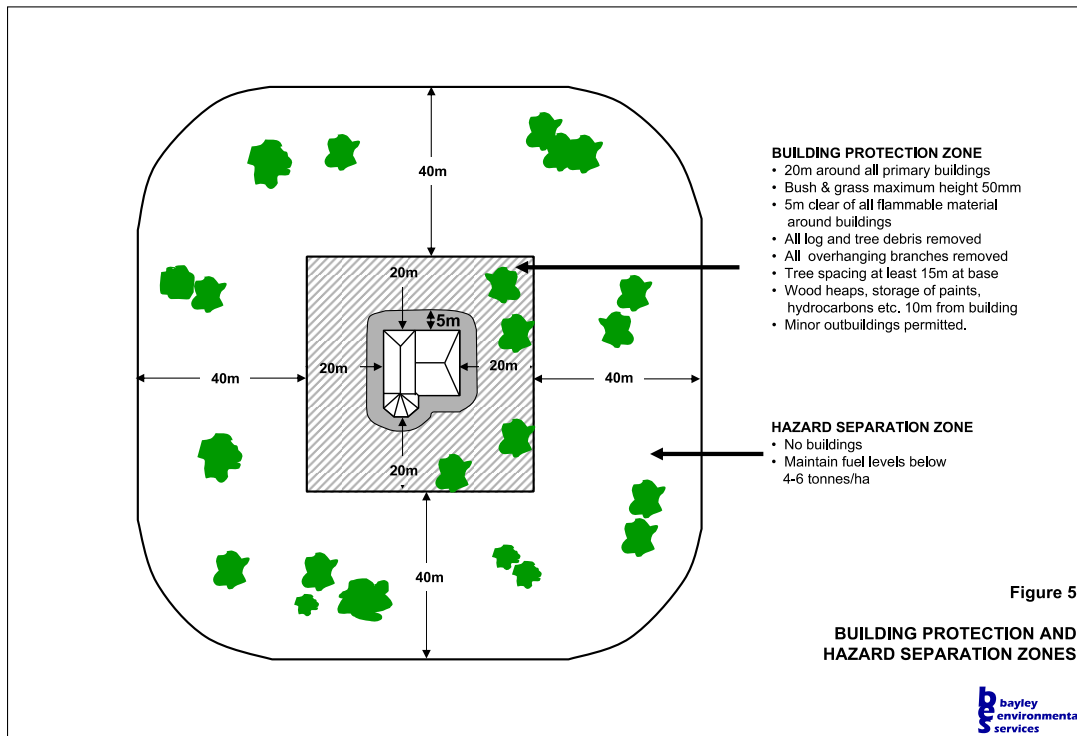
Driveways are to be cleared to 6 metres wide with a 4m trafficable surface and a vertical clearance of at least 4 metres.

Driveways in the estate have been designed to cater for semi-trailer trucks, with gates set back 14m from the boundary to allow easy truck access. All driveway crossovers are bitumenised.

4.8 Planting of Trees

Planting of trees will not be permitted within 6 metres of any lot boundary. Trees planted within the building protection zone must comply with the standard outlined in Section 4.4.





5.0 FIREFIGHTING FACILITIES AND EQUIPMENT

Mains water will be supplied to the estate. Fire hydrants supplied from the mains are located at 200m intervals along Lakes Road and the internal road network in accordance with the requirements of the Water Corporation and FESA. The hydrant locations are marked on the road surface and by hydrant indicator posts.

Figure 4 shows the hydrant locations.



6.0 IMPLEMENTATION

6.1 Compliance with WAPC Performance Criteria

WAPC (2010): *Planning For Bushfire Protection* sets out requirements for subdivision design according to the level of bushfire hazard. The requirements adopted in this Fire Management Plan are those for Moderate fire hazard areas. Areas with a Low hazard rating (cleared paddocks) do not require any specific fire management measures.

Table 1 summarises the compliance of the proposed subdivision with the performance criteria set out in Appendix 2 of WAPC (2010).

Table 6.1 Compliance with WAPC Performance Criteria

P1 Location	<ul style="list-style-type: none"> All building envelopes are located in areas of Low or Moderate fire hazard with a Bushfire Attack Level of BAL-12.5 or below.
P2 Vehicular access	<ul style="list-style-type: none"> The access roads provide two routes of egress from the site. Access routes are sized to allow 2.4 and 3.4 fire appliances to travel safely on them. The construction of the access roads meets the criteria in Clause 2.2 of WAPC (2010) Appendix 2. No battleaxe lots are present. Private driveways will meet the criteria in Clause 2.5 of WAPC (2010) Appendix 2. 4 metre firebreaks around all lot boundaries will provide alternative emergency egress and fire service access to all lots in compliance with Clauses 2.6 and 2.7 of WAPC (2010) Appendix 2. Rear boundary firebreaks will be equipped with gates between lots.
P3 Water supply	<ul style="list-style-type: none"> Mains-supplied fire hydrants are located every 200m along Lakes Rd and the internal roads.
P4 Siting of development	<ul style="list-style-type: none"> All dwellings will be surrounded by a 20m Building Protection Zone and a 40m Hazard Separation Zone. No buildings are sited within 100m of Extreme fire hazard areas.
P5 Design of development	<ul style="list-style-type: none"> Buildings within 100m of Moderate fire hazard areas will be designed to BAL-12.5 as per AS3595-2009 (subject to individual approval by Shire).



6.2 Developer Responsibilities

As lots are created and sold in the estate, the developer will:

- Construct firebreaks on all created lots as detailed in Section 4.2.
- Supply a copy of this Fire Management Plan to each lot purchaser at settlement.

6.3 Individual Lot Owner Responsibilities

To maintain the reduced level of risk and threat of fire, the owners of lots within the estate will be responsible for implementing the following measures to protect their own assets from the threat of bushfire:

- Maintain firebreaks within their lot clear of flammable material by the dates shown on the Shire of Murray Firebreak Notice as detailed in Section 4.2.
- Maintain continuous access for fire fighting vehicles along all firebreaks within their lot.
- Maintain in good condition all property fencing, gates, locks and clearways, ensuring that vegetation does not encroach onto firebreaks or access ways.
- Ensure that all buildings are designed and constructed in compliance with the requirements of the Shire of Murray, as per Section 4.3.
- Establish and maintain building protection zones as detailed in Section 4.4.
- Establish and maintain hazard separation zones as detailed in Section 4.5.
- Install and maintain driveways as detailed in Section 4.7.
- Plant trees (if any) in accordance with Section 4.8.
- Comply with the provisions of the Shire of Murray Firebreak Notice.

It is also recommended, though not required, that all lot owners have a rural fire fighting unit serviced and ready for each summer for spot fire protection in the event of emergency.

6.4 Local Authority Responsibilities

The Shire of Murray will be responsible for:

- Developing and maintaining district fire fighting facilities and volunteer fire brigades.
- Maintaining in good condition the district apparatus for fire fighting purposes.

Appendix A

Copy of Annexure A to the sales contracts enforcing the Fire Management Plan



NAMBEELUP HOME BUSINESS PARK

ANNEXURE "A"

TO THE CONTRACT FOR THE SALE (BY OFFER AND ACCEPTANCE) OF
PROPOSED SUBDIVISION LOT _____ ON DEPOSITED PLAN 67059¹

1. The Buyer must pay the total Purchase Price of \$..... to the Seller which sum includes GST.
2. The Land is a proposed Lot on Deposited Plan 67059 which is annexed and marked "A1".
3. The Land is burdened by the following Encumbrances which are Specified Encumbrances for the purposes of clause 2.1(a) of the 2009 General Conditions:
 - (a) Memorial H653844

"This lot is affected by aircraft noise associated with the Murrayfield Airport. Noise from aircraft operations has the potential to increase in the future, both in frequency of aircraft movements and aircraft size.";
 - (b) Memorial H653845

"This lot is in close proximity to mosquito breeding areas. The mosquito species is known to carry Ross River Virus and other diseases. This notification is being placed on the Certificate of Title of residential lots within three kilometres of wetland areas in the Region.";
 - (c) Memorial H653846

"This lot may be affected by odours associated with the Lakes Road Abattoir and the Wandulup Farm Piggery";
 - (d) Restrictive Covenant pursuant to s136D of the Transfer of Land Act 1893 (WA) in the form of the annexed deed marked "A2";
 - (e) In the case of Lots 522-527 and 557-559 a Memorial to the following effect:

"This Lot is in close proximity to St David's Estate; therefore residential amenity may be impacted by dog odours and noises from the kennel estate"
 - (f) In the case of Lots 533 and 543 notification pursuant to s.165 of the Planning & Development Act 2005 to the effect that the Parmelia High Pressure Gas Pipeline traverses each of these lots.
 - (g) In the case of Lot 562 an easement for the benefit of the Shire of Murray to access and maintain a drain.
4. The Buyer must comply with the Building Conditions for Houses, Sheds and Stables annexed and marked "A3" which forms part of this Contract.
5. The Buyer must comply with the Shire of Murray's Town Planning Scheme No. 4 – Special Use Zone – Portion of Lot 24 and Lots 21 to 23 Lakes Road, Nambeelup annexed and marked "A4" which forms part of this Contract.
6. The Buyer acknowledges that the annexed version of Deposited Plan 67059 is subject to change after being audited by Landgate and that the size of the Land on the final version of Deposited Plan 67059 endorsed in order for dealings may vary from the area shown on the Subdivision Guide Plan annexed and marked "A1(a)" and the Stage Release Plan annexed and marked "A1(b)" – the Buyer waives any claim for compensation in this respect.

¹ This annexure "A" forms part of the Contract.



7. The Deposit will be held by the Seller's Representative, Jackson McDonald of Level 25, 140 St Georges Terrace, Perth in its trust account. The Buyer is not entitled to interest on the Deposit and clause 1.9 of the 2009 General Conditions is deleted.
8. If the Buyer has entered into a contract for the purchase of another proposed Lot on Deposited Plan 67059, that contract and this Contract are each separate and distinct.
9. The Settlement Date shall be determined pursuant to clause 13.9 of the 2009 General Conditions. However, by way of illustration only for the purposes of these special conditions, the Settlement Date will be the date approximately 15 Business Days after a separate Certificate of Title for the Land is issued.
10. For the purposes of the General Conditions the following periods apply in place of the periods respectively set out in the relevant General Condition.

13.2(a)(2) – 12 months after the Contract Date.

13.3(a)(1) – 24 months after approval for subdivision by the Planning Commission.

13.3(a)(2) – 6 months after the date of endorsement of approval by the Planning Commission.
11. During the period between:

(a) Settlement; and

(b) the date the Seller has complied with all requirements imposed on it by WAPC Approval No. 132143,

the Buyer authorizes the Seller and its contractors, consultants and representatives to enter onto the Land for the purposes of completing all work necessary for the development, completion or maintenance of the land in Deposited Plan 67059 in accordance with WAPC Approval No. 132143. This clause shall survive Settlement.
12. The Buyer acknowledges that the Water Corporation will provide a reticulated scheme water supply to the Land.
13. The Buyer must comply with FESA's and the Shire of Murray's fire management plan in respect of the Land after Settlement. This clause shall survive Settlement.
14. The Buyer must comply with the DEC's and the Shire of Murray's foreshore management plan and water management plan in respect of the Land after Settlement. This clause shall survive Settlement.
15. The Buyer:

(a) acknowledges that the Seller has sown native seed contained in topsoil within the area defined by the DEC and the Shire of Murray on the Land to conform with conditions imposed by the Western Australian Planning Commission in its approval of the subdivision the subject of Deposited Plan 67059;

(b) of Lot 523 on Deposited Plan 67059 acknowledges, in addition to the matters referred to in the immediately preceding sub-clause (a), that the title to Lot 523 is to be subject to an easement preserving part of Lot 523 as a nutrient-stripping basin for the benefit of Department of Environment & Conservation, Shire of Murray or the Seller which easement the Buyer of Lot 523 accepts as a Specified Encumbrance on the title to Lot 523.
16. The Buyer of proposed subdivision Lots 522 and 545 on Deposited Plan 67059 authorizes the Seller to erect and maintain a bill board "for sale" sign on the Land during the period between:

(a) Settlement; and

(b) the later of the date when settlement of the sale by the Seller of all Lots on Deposited Plan 67059 has been effected and five years after Settlement.

Disclaimer:

Izb 1979994_7.DOC



Any information regarding the Land which has or may in the future be made available to the Buyer or prospective buyers, has or will be supplied on the clear understanding that although care has been taken with its preparation, no responsibility is accepted by the Seller or any persons employed or engaged by the Seller for the accuracy or completeness of such information and the Buyer or prospective buyers are advised to make their own enquiries and to satisfy themselves in all respects in relation to the Land.

..... Signature of Buyer Signature of Buyer
..... Name of Buyer Name of Buyer
..... Signature of Witness Signature of Witness
..... Name of Witness Name of Witness

Executed by WA LANDBANK PTY LTD)
 ABN 65 368 324 683)
 (by its sole Director Alan James Marshall)
 in accordance with Section 127 of the)
 Corporations Act 2001))
 under Power of Attorney from the **Seller**)
 dated 13 March 2007)

.....



Appendix B

Copy of Annexure A2: Deed of Restrictive Covenant



ANNEXURE "A2"

FORM B2

Approval: B1592

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

DEED OF RESTRICTIVE COVENANT s136D

(Note 1)

THIS DEED is made the _____ day of _____ 2010.

BY:

GEOFFREY RALPH LYSTER and DIANNE LEE LYSTER both of Post Office Box 80, Boddington ("Registered Proprietor")

BACKGROUND:

1. The Registered Proprietor is the registered proprietor in fee simple of the land described in item 1 of the schedule ("Subdivision Land"), subject to the encumbrances set out in item 4 of the schedule.
2. The Registered Proprietor intends to subdivide the Subdivision Land into the lots shown on Deposited Plan 67059 ("Plan").
3. In accordance with section 136D of the Transfer of Land Act, the Registered Proprietor requires each of the lots described in item 2 of the Schedule ("Burdened Lots") to be encumbered with the restrictive covenants set out in this Deed ("Restrictive Covenants") so that the Restrictive Covenants will be noted on the Plan, and, when separate Certificates of Title issue for each Burdened Lot, the burden of the Restrictive Covenants will be noted on each Certificate of Title for each Burdened Lot.

OPERATIVE PART:

1. Certificate of Title

- 1.1 Each Certificate of Title which issues for a Burdened Lot shall be encumbered by the Restrictive Covenants.
- 1.2 The Restrictive Covenants on each Burdened Lot are for the benefit of those lots on the Plan and those lots not on the Plan described in item 3 of the Schedule ("Benefited Lots").
- 1.3 The Restrictive Covenants will bind the successors in title and the registered proprietors from time to time of each Burdened Lot and the Restrictive Covenants will benefit the successors in title and the registered proprietors from time to time of each Benefited Lot.

2. Definitions for Restrictive Covenants

For the purposes of the Restrictive Covenants:

- (a) "Constructed" means:
 - (i) constructed, erected, installed or carried out; and
 - (ii) permitted to be constructed, erected, installed or carried out, on the Land or any part of it;
- (b) "Designated Lots" means Lots 522, 523, 544, 545, 551, 552, 553, 559 and, 562, 563 on Deposited Plan 67059.

3. Restrictive Covenants

The owner from time to time of each Burdened Lot ("Land") covenants with the Registered Proprietor that:

- 3.1 An improvement may not be Constructed on any part of the Land burdened by easements in favour of Western Power or the Water Corporation.
- 3.2 The Land may not be used for any purpose, other than residential unless a residential dwelling is first erected.
- 3.3 A dwelling may not be occupied by any person other than the owner or manager of the Land.



- 3.4 The front portion of the Land within a building envelop closest to the street frontage may not be used for any purpose other than residential.
- 3.5 Any development which is associated with a use which is not residential may not be Constructed:
- (a) within 40 metres of a street boundary;
 - (b) closer to a street than any residential development;
 - (c) with materials producing reflective impact.
- 3.6 A dwelling may not be Constructed unless it is connected to a reticulated water supply.
- 3.7 A bore or well may not be Constructed unless a licence has been first obtained.
- 3.8 No more than 2000m² of the Land may be cleared other than that part of the Land necessary for the purposes of the construction of a single dwelling, shed and stables on Designated Lots.
- 3.9 A dwelling may not be Constructed unless it is connected to an alternative on-site effluent and wastewater treatment unit with an adequate phosphorous removal capacity compliant with the law from time to time.
- 3.10 An alternative on-site effluent and wastewater treatment unit may not be Constructed on the Land unless compliant with the law from time to time.
- 3.11 A motor vehicle body may not be on the Land except for motor vehicles that are in working order and used as motor vehicles.
- 3.12 Rubbish may not be on the Land except for in bins provided by the Shire of Murray.
- 3.13 A stable may not be Constructed unless it is Constructed of:
- (a) brick and has a Colorbond roof; and
 - (b) materials no less than required by The Australian Standard for Construction of Buildings in Bushfire-Prone areas (AS 3959) for medium hazard areas.
- 3.14 A shed may not be Constructed unless it is Constructed of:
- (a) any of brick, timber, sheet metal, custom orb or an equivalent material and of a colour to blend with the bush surroundings; and
 - (b) materials no less than required by The Australian Standard for Construction of Buildings in Bushfire-Prone areas (AS 3959) for medium hazard areas.
- 3.15 A stable and associated exercise yard may not be Constructed unless located to the rear of the dwelling constructed on a Designated Lot;
- 3.16 A stable or a shed may not be Constructed between the dwelling on the Land and the road named Dirk Hartog Drive or Hero Court.
- 3.17 A dwelling may not be Constructed unless:
- (a) the extent of windows facing North is maximised;
 - (b) the extent of windows facing East or West without adequate shading devices such as awnings, eaves, pergolas or appropriate glazing (e.g. "smart glass") is minimised;
 - (c) cross ventilation is utilised through the appropriate location of windows and doors (e.g. "windows opening to the Southern façade");
 - (d) it contains roof insulation of minimum value of 'R2.5';
 - (e) it has a hot water system with a 4 star energy rating or that is solar and either gas or electric boosted with a timer.
- 3.18 A dwelling may not be Constructed unless it:
- (a) has a minimum internal floor area of 200m² excluding garages, verandahs and other unenclosed areas; and



- (b) is articulated in appearance to the street to provide visual interest, through the use of:
 - (i) colour, texture and materials; and
 - (ii) awnings, verandahs, eaves and windows.
- 3.19 Commercial vehicles may not be parked on the Land unless the following conditions have been complied with:
 - (a) written notification has been given to council;
 - (b) there are no more than two commercial vehicles parked on the land at any one time;
 - (c) the vehicle is owned and/or driven by the Land owner or occupier as part of their occupation, only;
 - (d) the vehicle is not a "road train" or "B double";
 - (e) the vehicle is not loaded with hazardous or dangerous substances while on the Land;
 - (f) the vehicle is parked within the building envelop;
 - (g) no refuelling or storage of fuel is to occur on the Land;
 - (h) no major repairs are to occur on the Land;
 - (i) no loading or unloading of the vehicle is to occur on the Land, or storage of commercial goods brought to the Land by the vehicle is to occur other than those associated with the residence;
 - (j) no transfer of goods from one vehicle to another is to occur on the Land;
 - (k) the vehicle is to be screened from view from nearby land or public roads.
- 3.20 A dwelling must not be Constructed unless:
 - (a) made predominantly of masonry or rendered construction externally;
 - (b) with a tile or metal sheeting (custom or mini orb) roof;
 - (c) having a front façade of at least two different colours; and
 - (d) Constructed of materials compliant with The Australian Standard for Construction of Buildings in Bushfire-Prone areas (AS 3959) for medium hazard areas.
- 3.21 A dwelling may not be Constructed unless its roof is pitched with a minimum angle of 24 degrees for the front façade except for minor elements of the roof (such as verandahs and window awnings) which may not be Constructed unless pitched with a minimum angle of 18 degrees.
- 3.22 A dwelling may not be Constructed unless it includes a double enclosed garage, which must:
 - (a) accommodate at least two motor vehicles side by side;
 - (b) have an area of not less than 30m²;
 - (c) be incorporated under the main roof of the dwelling;
 - (d) be enclosed with a roller door; and
 - (e) be constructed out of the same material as the dwelling.
- 3.23 An open carport may not be Constructed.
- 3.24 Trailers, caravans and boats may not be on the Land unless they are screened from view from the street.
- 3.25 Motor vehicles, boats, trailers, aircraft or other vehicles may not be repaired or restored on the Land except when wholly within a garage.
- 3.26 A dwelling Constructed may not be of colours other than:
 - (a) off whites;
 - (b) mauve / greys / purples / blues / greens;
 - (c) greys;
 - (d) grey greens; or
 - (e) reds.
- 3.27 Bin storage areas, clothes drying areas and sheds visible from the street may not be Constructed.



- 3.28 Meter Boxes may not be Constructed on the front façade of the dwelling on the Land.
- 3.29 Air conditioning units and solar hot water systems may not be Constructed:
- (a) above the peak ridge of the roof of the dwelling on the Land; or
 - (b) unless located to minimise their visibility from the street.
- 3.30 TV antennae, satellite dishes and radio masts may not be Constructed unless:
- (a) built within the roof space of the dwelling where practicable;
 - (b) located towards the rear of the dwelling to minimise their visibility from the street;
 - (c) located with due consideration for the amenity of neighbouring land owners; and
 - (d) not unnecessarily extended in height.
- 3.31 Signage associated with any home business or home-based trade may not be larger than 1m² and must not be unsympathetic to the nature of the area and affixed other than to the post and rail fence adjacent to the entry gate..
- 3.32 Outbuildings greater than 8m² in area may not be Constructed unless they are integrated with the main dwelling in terms of design, colour and materials.
- 3.33 Outbuildings less than 8m² in area may not be Constructed unless they are:
- (a) constructed of Custom Orb, timber or fibre cement; and
 - (b) screened from public view.
- 3.34 Fencing Constructed by the Registered Proprietor may not be varied.
- 3.35 Fencing to stables and horse exercise areas may not be Constructed unless comprised of post and rail (natural colour).
- 3.36 Fencing may not be Constructed unless made of open post and rail painted white to a street frontage and steel post and wire to other boundaries.
- 3.37 Temporary fencing may not be Constructed.
- 3.38 Fencing with a height greater than 2m may not be Constructed.
- 3.39 Fencing may not be Constructed on the Land unless in accordance with all local authority building approval conditions.
- 3.40 Stock is not permitted on the Land other than on Designated Lots.
- 3.41 The breeding or keeping of animals may not occur on the Land other than on Designated Lots.
- 3.42 These Restrictive Covenants will not be modified, surrendered, released or abandoned either wholly or partially without the prior written consent of the Registered Proprietor. The owner of the Land from time to time will not make an application to any Court, the Registrar or Commissioner of Titles or Landgate for the partial or complete modification, removal or extinguishment of these Restrictive Covenants, without the Registered Proprietor's prior written consent.
4. **Separate and Distinct**
- Each Restrictive Covenant is a separate and distinct Restrictive Covenant. If any Restrictive Covenant or its application to any person or circumstance is or becomes invalid or unenforceable then the remaining Restrictive Covenants will not be affected and each remaining Restrictive Covenant will be valid and enforceable to the fullest extent permitted by law.
5. **Term of Restrictive Covenants**
- The Restrictive Covenants shall expire and cease to have effect on 31 December 2020.



SCHEDULE

1. Subdivision Land

LOTS 522 – 533, 543 – 545, 551 – 553, 556 – 559, 562, 563, 565 – 567, 9001 ROADS AND ROAD WIDENING ON DEPOSITED PLAN 67059.

2. Burdened Lots

LOTS 522 – 533, 543 – 545, 551 – 553, 556 – 559, 562 AND 563 ON DEPOSITED PLAN 67059.

3. Benefited Lots

LOTS 522 – 533, 543 – 545, 551 – 553, 556 – 559, 562 AND 563 ON DEPOSITED PLAN 67059.

4. Encumbrances

As to Lots 522 – 533, 543 – 545, 551 – 553, 556 – 559, 562, 563 on Deposited Plan 67059:

H653844 Memorial (aircraft noise);
H653845 Memorial (mosquitoes);
H653846 Memorial (piggery);
I444012 Mortgage;
K193470 Mortgage;
K193471 Mortgage;
K986088 Mortgage;

As to Lot 523 on Deposited Plan 67059:

Drainage Easement (Shire of Murray)

As to Lot 562 on Deposited Plan 67059

Drainage Easement (Shire of Murray)



PAGE 6

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PAGE 7

Executed by Downstream Nominees Pty Ltd)
ACN 106 084 968)
pursuant to Section 127 of the Corporations Act)
the duly appointed attorney of)
Geoffrey Ralph Lyster pursuant to)
Power of Attorney K233372)

Director

Director/Secretary

Executed by Downstream Nominees Pty Ltd)
ACN 106 084 968)
pursuant to Section 127 of the Corporations Act)
the duly appointed attorney of)
Dianne Lee Lyster pursuant to)
Power of Attorney K233372)

Director

Director/Secretary

Consent of Mortgagees

The following Mortgagees consent to this restrictive covenant.

Gilpin Holdings Pty Ltd pursuant to Mortgage I444012

Executed by
GILPIN HOLDINGS PTY LTD
ACN 075 321 336
pursuant to Section 127
of the Corporations Act

Director

Director/Secretary

LEONARD VINCENT BLYTH

Full Name (please print)

JENNIFER ANNE ALLEN

Full Name (please print)

WA Landbank Pty Ltd pursuant to Mortgage K193470

SIGNED by)
ALAN JAMES MARSHALL)
Sole Director and Sole Secretary)
WA Landbank Pty Ltd)
ACN 060 351 939)
pursuant to Section 127 of the)
Corporations Act)

Alan James Marshall

Sole Director/Sole Secretary



PAGE 8

Geoffrey Ralph Lyster and Dianne Lee Lyster pursuant to Mortgage K193471

Executed by Downstream Nominees Pty Ltd)
ACN 106 084 968)
pursuant to Section 127 of the Corporations Act)
the duly appointed attorney of)
Geoffrey Ralph Lyster pursuant to)
Power of Attorney K229306)

Director

Director/Secretary

Executed by Downstream Nominees Pty Ltd)
ACN 106 084 968)
pursuant to Section 127 of the Corporations Act)
the duly appointed attorney of)
Dianne Lee Lyster pursuant to)
Power of Attorney K229306)

Director

Director/Secretary

Gilpin Holdings Pty Ltd pursuant to Mortgage K986088

Executed by
GILPIN HOLDINGS PTY LTD
ACN 075 321 336
pursuant to Section 127
of the Corporations Act

Director

Director/Secretary

LEONARD VINCENT BLYTH
Full Name (please print)

JENNIFER ANNE ALLEN
Full Name (please print)



INSTRUCTIONS

1. This form may only be used when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
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DP 67059

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

EXAMINED



THE FOLLOWING ARE COVER SHEETS FROM NECESSARY PRE PLANNING DOCUMENTS

LOTS 21 - 23 & 9000 LAKES ROAD, NAMBEELUP
VEGETATION PROTECTION PLAN

Prepared for

Downstream Nominees Pty Ltd
PO Box 132
CLAREMONT 6910

Report No. J09003d
1 July 2010

BAYLEY ENVIRONMENTAL SERVICES
30 Thomas Street
SOUTH FREMANTLE WA 6162



LOTS 21 - 23 & 9000 LAKES ROAD, NAMBEELUP

WETLAND MANAGEMENT PLAN

Prepared for

Downstream Nominees Pty Ltd

PO Box 132
CLAREMONT 6910

Report No. J09003c
7 December 2009

BAYLEY ENVIRONMENTAL SERVICES
30 Thomas Street
SOUTH FREMANTLE WA 6162



LOTS 21 - 23, 125 AND 9000 LAKES ROAD, NAMBEELUP

FORESHORE MANAGEMENT PLAN

Prepared for

Downstream Nominees Pty Ltd

PO Box 132
CLAREMONT WA 6910

by

BAYLEY ENVIRONMENTAL SERVICES

30 Thomas Street
SOUTH FREMANTLE WA 6162

Report No. J09003b
Originally Prepared February 2007
Updated June 2010



LOTS 21-23 LAKES ROAD, NAMBEELUP
COMPREHENSIVE WATER MANAGEMENT PLAN

Prepared for

Downstream Nominees Pty Ltd
PO Box 132
CLAREMONT WA 6910

by

BAYLEY ENVIRONMENTAL SERVICES
30 Thomas Street
SOUTH FREMANTLE WA 6162

Report No. J09003g
1 July 2010

Sundowner Nominees Pty Ltd as trustee for the Bayley Cook Family Trust ABN 20 822 598 897
trading as Bayley Environmental Services



LOTS 25 AND 125 LAKES RD, NAMBEELUP
WATER QUALITY MONITORING REPORT

Prepared for

Downstream Nominees

PO Box 132
CLAREMONT WA 6910

Draft Report No. J06005c
13 August 2009

BAYLEY ENVIRONMENTAL SERVICES
30 Thomas Street
SOUTH FREMANTLE WA 6162

Sundowner Nominees Pty Ltd as trustee for the Bayley Cook Family Trust ABN 20 822 598 897
trading as Bayley Environmental Services







ENQUIRIES: RICHARD MARTIN
PROJECT NO: 18787-BUS-C-2

25 August 2010

Development Services
Water Corporation
629 Newcastle Street
LEEDERVILLE WA 6007

Attention: Mr Peter Jeffers

Dear Peter

RE: LOTS 21-22-23 LAKES ROAD, NAMBEELUP HOME BUSINESS PARK
WAPC REF: 132143
WC FILE NO. BYI 2006 00824 VOI

We confirm that the water reticulation works in these lots have been constructed to your Inspector's satisfaction and that the water reticulation as-constructed plans are attached. We would be obliged if the Western Australian Planning Commission's "Conditions of Subdivision" could now be cleared for these lots.

Yours faithfully



Richard Martin
for Wood & Grieve Engineers

Encl (As-Constructed Plans)

cc Downstream Nominees Pty Ltd
Water Corporation (Bunbury)

Attention: Mr Alan Marshall
Mr John Mighall

MITECH18787006720C_STD_11.DOC

'vital experience'

Wood & Grieve Engineers ABN 75 900 165 652 Perth Melbourne Sydney Brisbane Albany Busselton
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Phone +61 8 9754 4244 Fax +61 8 9754 4132 Email busselton@wge.com.au Web www.wge.com.au
Wood & Grieve Pty Ltd ACN 008 808 786 as trustee for the Wood & Grieve Unit Trust trading as Wood & Grieve Engineers.



