

Montrose



Department of Water and Environmental Regulation – Department of Mines,  
Industry Regulation and Safety

## Application for a clearing permit (area permit)

Environmental Protection Act 1986 s 51E

### FORM C1

Clearing of native vegetation is prohibited in Western Australia except where a clearing permit has been granted or an exemption applies. A person who causes or allows unauthorised clearing commits an offence.

CPS No.

Date stamp

#### Part 1 Assessment bilateral agreement

The native vegetation clearing processes under Part V of the *Environmental Protection Act 1986* (EP Act) have been accredited by the Commonwealth of Australia under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) and can be assessed under an assessment bilateral agreement.

To be assessed under the assessment bilateral agreement, the proposed clearing action must be referred to the Commonwealth under the EPBC Act prior to submitting this application form and Annex C7 must also be completed.

For further information see Annex C7 and *A guide to native vegetation clearing processes under the assessment bilateral agreement* available at [www.der.wa.gov.au/our-work/clearing-permits](http://www.der.wa.gov.au/our-work/clearing-permits).

Do you want your proposed clearing action assessed in accordance with, or under, an EPBC Act Accredited Process such as the assessment bilateral agreement?

☐ Yes ☒ No Proceed to Part 2

Has the proposed clearing action been referred to the Commonwealth of Australia under the EPBC Act?

☐ Yes EPBC Number

☐ No It cannot be assessed under an Accredited Process such as the assessment bilateral agreement until it has been referred to the Commonwealth. Proceed to Part 2.

Has a decision been made under the EPBC Act as to whether the proposed clearing action is a controlled action?

☐ Yes ☐ No Proceed to Part 2.

Is the proposed clearing action a controlled action under the EPBC Act?

☐ No It cannot be assessed under an Accredited Process, proceed to Part 2.

☐ Yes Complete and attach the requirements of Annex C7 to this completed form.

List the controlling provisions identified in the notification of the controlled action decision.

☐ Annex C7 is complete and the required supporting information is attached.

#### Part 2 Land details

The location of the land where clearing is proposed must be accurately described

Land description: volume and folio number, lot or location number(s), Crown lease or reserve number, pastoral lease number or mining tenement number of all properties.

FILE REFERENCE

Street address

Grants northward here.

Local government area

MOORA Shire.

Land zoning, e.g. rural, residential, industrial

Rural.

#### Part 3 Proposal

An aerial photograph or map with a north arrow must be attached, clearly marking the area proposed to be cleared

Total area of clearing proposed (hectares)

10.

and/or



<p>or if you have the facilities, a digital map on CDROM of the area to clear as an ESRI shapefile with the following properties: Geometry type: Polygon shape Coordinate system: GDA 1994 (Geographic latitude/longitude) Datum: GDA 1994 (Geocentric Datum of Australia 1994).</p>	<p>number of individual trees to be removed <b>100-150</b></p> <p>Proposed method of clearing <b>WHEEL LOAD</b></p> <p>Period within which clearing is proposed to be undertaken, e.g. May 2018 – June 2018 from <b>FEB 2018</b> to <b>APRIL 2018</b></p> <p>Purpose of clearing <b>FARM STYLE OF FARMING IS GOING TO CONTROLLED TRAFFIC TECHNIQUES.</b></p> <p>Has this clearing application or any related matter been referred to the Environmental Protection Authority (EPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is this clearing application related to an application for another approval described in Part V, Division 3 of the EP Act (ie. Works approvals or licence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Approval number</p>
<b>Part 4 Applicant</b>	
<p>To apply for a permit you must either be:</p> <ul style="list-style-type: none"> <li>the landowner</li> <li>acting on the landowner's behalf or</li> <li>likely to become the landowner.</li> </ul> <p>Note: If you are acting on behalf of the landowner, you must attach a letter of authority from the landowner explicitly stating that you, the applicant, have authority to clear on the said land.</p>	<p>Are you applying as an individual, a company or an incorporated body? Enter details for one only (please print).</p> <p>An individual applicant <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Other</p> <p>Title</p> <p>Given names</p> <p>Family name</p> <p>or</p> <p>A body corporate or other entity formed at law <b>GENERATION AG PTY LTD.</b></p>
<p><b>Ownership of land</b></p> <p>A landowner can be:</p> <ul style="list-style-type: none"> <li>a person who holds the certificate of title</li> <li>a person who is the lessee of Crown land <b>OWNERSHIP WILL BE 1ST FEB.</b></li> <li>a public authority that is responsible for care of the land.</li> </ul> <p>If granted, the permit will be granted in the name of the landowner.</p>	<p>Form of ownership:</p> <p><input type="checkbox"/> Certificate of title (please attach a copy of the certificate and all associated encumbrances with the application - available from Landgate).</p> <p><input type="checkbox"/> Pastoral lease (please attach a copy of the lease and all associated encumbrances with the application).</p> <p><input type="checkbox"/> Mining lease.</p> <p><input type="checkbox"/> Public authority that has care, control or management of the land.</p> <p><input checked="" type="checkbox"/> Other form of lease, land tenure or specific arrangement. Please state: <b>GENERATION AG PTY LTD.</b></p>
<p><b>Relationship to landowner</b></p> <p>Please indicate your relationship to the landowner.</p>	<p>I am (tick applicable box)</p> <p><input checked="" type="checkbox"/> the owner of the land.</p>

<p>If you are likely to become the landowner, please attach evidence of the pending transfer of ownership, contract of sale ('offer and acceptance') or letter from current landowner.</p>	<input type="checkbox"/> acting on behalf of the owner and have attached an agent's authority, expressly authorising me to act on behalf of the landowner.									
	<input checked="" type="checkbox"/> likely to become the owner of the land (please provide copy of 'offer and acceptance').									
<p><b>Proposed permit holder details</b></p> <p>*If applying as a company or incorporated body, please also supply the registered business office address.</p>	<table border="1"> <tr><td>Title</td></tr> <tr><td>Given names</td></tr> <tr><td>Family name</td></tr> <tr><td>Position title/Company</td></tr> <tr><td>Postal/Business address* (for future correspondence)</td></tr> <tr><td>Fixed telephone number</td></tr> <tr><td>Mobile telephone number</td></tr> <tr><td>Fax number</td></tr> <tr><td>Email address</td></tr> </table>	Title	Given names	Family name	Position title/Company	Postal/Business address* (for future correspondence)	Fixed telephone number	Mobile telephone number	Fax number	Email address
Title										
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Family name										
Position title/Company										
Postal/Business address* (for future correspondence)										
Fixed telephone number										
Mobile telephone number										
Fax number										
Email address										
<p><b>Contact details</b></p>	<input checked="" type="checkbox"/> Contact details are the same as above OR:									
<p>Person with whom Department of Water and Environmental Regulation or Department of Mines, Industry Regulation and Safety should liaise concerning the clearing application.</p>	<table border="1"> <tr> <td>Title</td> <td><input type="checkbox"/> Mr</td> <td><input type="checkbox"/> Mrs</td> <td><input type="checkbox"/> Ms</td> </tr> <tr> <td></td> <td colspan="3"><input type="checkbox"/> Other</td> </tr> </table>	Title	<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Ms		<input type="checkbox"/> Other			
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Given names										
Family name										
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Postal/Business address*										
Fixed telephone number										
Mobile telephone number										
Fax number										
Email address										
<p><b>Part 5 Declaration and signature</b></p>										
<p>For your application to be accepted, it must be signed either on behalf of the company or as an individual.</p>	<p>Please indicate if you are signing as an individual or a company:</p>									
<p>By signing this form you are declaring that the statements on this form are true and correct.</p>	<input type="checkbox"/> <b>An individual.</b> If an individual landowner is applying, <b>all landowners</b> must sign this form.									
<p>The Department in accepting this form accepts you are an expressly authorised representative and are able to</p>	<input checked="" type="checkbox"/> <b>A company.</b> A person expressly authorised or authorised to execute on behalf of a body corporate must sign this form. A company must be a legal entity and provide an Australian Company Number (ACN). Please note Australian Business Number (ABN) is not sufficient.									
	<input type="checkbox"/> <b>Other entity formed at law.</b> Provide details.									



act on behalf of the body corporate in applying for and in holding a permit.

Knowingly providing false or misleading information is an offence under section 112 of the *Environmental Protection Act 1986* and may incur a penalty of up to \$50,000.

Signature(s)

1

2

Print name(s)

1

2

Position (e.g. director, CEO etc...)

1

2

Company name/ACN or other entity (incorporation etc.)

Common seal (if used)

### Part 6 Prescribed fee

Make cheques or money orders payable to:

Department of Water and Environmental Regulation for **all clearing purposes other than mining and petroleum activities**

or

Department of Mines, Industry Regulation and Safety for **mineral and petroleum clearing activities under the Mining Act, various Petroleum Acts or State Agreement Acts.**

To make payment with a credit card, please complete Form C3 and attach to this form.

Do not send cash in the mail.

Please indicate the clearing permit application fee that you are paying:

☐

\$50 for an area of less than one hectare

☐

\$100 for an area between one hectare and 10 hectares

☒

\$200 for an area of more than 10 hectares

Payment method (tick applicable box):

☐

Cheque

☐

Money order

☒

Credit card (please complete Form C3 and attach)

OFFICE USE ONLY

### Part 7 Application checklist

Additional information to assist in the assessment of your proposal may be attached to this application – e.g. reports on salinity, fauna or flora studies or other environmental reports conducted for the site could be included in electronic format and submitted on CDROM.

Please ensure you have included the following as part of your application:

REQUIRED

☒

A completed application form that is signed and dated by all landowners, or the applicant acting on behalf of or likely to become the landowner

☐

Payment

☒

An aerial photograph or map with a north arrow clearly identifying the areas of vegetation proposed to be cleared or ERSI shapefile. \*An ERSI shapefile must be provided if the application requires an assessment under an EPBC Act Accredited process

☒

I have read and understand the 'Confidential or commercially sensitive information' section at the bottom of this form

REQUIRED IF

☐

Copy of the certificate of title or pastoral lease

	APPLICABLE	<input checked="" type="checkbox"/> Copy of written authority to act on behalf of the landowner <input checked="" type="checkbox"/> Evidence of the pending transfer of land ownership, such as the offer and acceptance, or written notice from the current landowner <input checked="" type="checkbox"/> Form C3 if fee is to be paid by credit card <input type="checkbox"/> Annex C7 if the clearing is also to be assessed under an EPBC Act Accredited Process
	Please provide a summary of all attached documentation	

### Part 8 Lodgement

<p>Send by email or post original applications for <b>all clearing purposes (other than mining and petroleum activities)</b> to:</p> <p><b>Department of Water and Environmental Regulation</b>          Locked Bag 33          CLOISTERS SQUARE          PERTH WA 6850          Email: <a href="mailto:info-der@dwer.wa.gov.au">info-der@dwer.wa.gov.au</a></p> <p>Telephone: 6364 7000</p> <p>For more information: <a href="http://www.dwer.wa.gov.au">www.dwer.wa.gov.au</a></p>	<p>Send <b>original applications related to mining and petroleum clearing activities (under delegation)</b> to:</p> <p><b>Department of Mines, Industry Regulation and Safety</b>          Environment Division          Mineral House          100 Plain St EAST PERTH WA 6004</p> <p>Telephone: 9222 3333</p> <p>For more information: <a href="http://www.dmp.wa.gov.au">www.dmp.wa.gov.au</a></p>
<p>Please retain a copy of this form for your records.</p> <p>Incomplete applications will be declined in accordance with section 51E (3) of the <i>Environmental Protection Act 1986</i>.</p>	

### CONFIDENTIAL OR COMMERCIAL SENSITIVE INFORMATION

Information submitted as part of this application may be made publicly available. If you wish to submit information that you believe to be commercially sensitive or otherwise confidential, then you should submit that information in an appendix to this application, with a written statement of reasons why you request that each item of information be kept confidential. The department will take reasonable steps to protect confidential or commercially sensitive information. Please note in particular that all submitted information may be the subject of an application for release under the *Freedom of Information Act 1992*. If you have any enquiries regarding the provision of relevant information as part of this application contact either the Department of Water and Environmental Regulation or the Department of Mines, Industry Regulation and Safety.

**If there is insufficient space on any part of this form,  
please continue on a separate sheet of paper and attach to this form.**

## LANDMARK HARCOURTS WA

Licensed Real Estate & Business Agency  
Licence: Landmark Realty (WA) Pty Ltd ABN 70 008 236 693

Principal: Glenn McTaggart

Level 1, 96 Belgrave Street, Belmont WA 6104  
PO Box 7467, Chesters Square WA 6050

T 08 9214 8260 F 08 9218 8126 E admin.wa@landmarkharcourts.com.au

# LANDMARK Harcourts

### CONTRACT of SALE FOR RURAL LAND BY OFFER TO PURCHASE

NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract to avoid possible financial penalties being imposed by the Office of State Revenue

THE BUYER (Full name/s) GENERATION AG PTY LTD

ACN/ABN

Address PO Box 79 QUINN'S ROCK WA 6030

(the Buyer) as Joint Tenants / Tenants in Common (Delete which is not applicable)  
(in the following shares )

AND

THE SELLER (Full name/s) William Allan Waters and Goldwell Investments Pty Ltd

ACN/ABN

Address 195 Indiana Road, Bindi Bindi

WHEREBY the Seller/s agrees to sell and the Buyer/s agree to purchase ALL that property of the Seller/s known as  
Monroa in the Shire of Monroa and comprising all  
those pieces of land being

Lot No	Deposited Plan	Diagram	Plan	Volume	Folio
829	58550			2683	973
827	58550			2683	975 / 976
500	54477			2683	975 / 976
M1330			3041	848	17
823	245012			2683	968
289	245012			2683	968

and constituting an area of approximately 928.613 hectares together with fixed improvements thereon at  
the purchase price (\$ 4,250,000) ("Purchase Price") free from encumbrances except as provided in this  
Contract and subject to the following terms and conditions:



**CONDITIONS**

1. The Buyer/s has paid Landmark Realty (WA) Pty Ltd (the "Agent"), as Agent for the Seller/s, a Deposit of (\$ \_\_\_\_\_) with the submission of their Offer to Purchase. The balance of the Deposit amounting to (\$ 425,000) is paid on the signing hereof. The balance of the Purchase Price shall be paid to the Seller/s on 1st February 2018 ("Settlement Date"). The Deposit shall be held by the Agent as stakeholder.
2. If the Deposit is greater than \$20,000 and/or to be held more than 60 days then subject to any restrictions imposed by the Commissioner for Consumer Protection, the Seller and Buyer authorise the Agent to place the deposit paid herein in an interest bearing account as an unsecured deposit pending Settlement or until otherwise released on authority of the parties hereto or their appointed representatives, with interest earned to be credited to the BUYER or SELLER (Circle one if applicable)
3. The Property is sold free from encumbrances except for the following specified encumbrances. (List easement, restrictive covenant, title restriction, memorial and interest NOT to be discharged at Settlement):  

\_\_\_\_\_

\_\_\_\_\_
4. The Buyer warrants that it has conducted a thorough inspection and examination of the Property as it is presented and enters into this Contract after that inspection and examination and further warrants that no statement made by the Seller or the Agent has influenced the Buyer to enter into this Contract.
5. The Seller warrants that at the time of Settlement all electrical, gas and plumbing (including reticulation), fixtures and fittings shall be in good working order. Should any repairs be required to meet this condition the Seller is to repair or replace the item prior to Settlement. In the event that the repair or replacement has not been completed prior to Settlement, the Seller authorises sufficient funds be deducted from their settlement proceeds to meet this cost. If the Buyer does not carry out the pre-settlement inspection they shall be deemed to have waived the benefit of this clause.
6. Where the Buyer is a Proprietary Company, the Directors and Principal shareholders thereof, in consideration of the Seller accepting this offer and entering in to this Contract, jointly and severally guarantee to the Seller the payment and performance by the Buyer of all moneys payable and all other covenants to be performed and observed by the Buyer pursuant to this Contract, and further undertake to indemnify the Seller against all losses which the Seller may suffer by reason of any default hereunder by the Buyer.
7. The Joint Form of General Conditions for the Sale of Land 2011 Revision ("the 2011 General Conditions") shall be deemed to be incorporated into this Contract so far as they are not varied or inconsistent with the Conditions or Special Conditions of this Contract, save for the following variations to the 2011 General Conditions:
  - (a) Clause 6.1(b)(2) is deleted and the Seller is required to leave the Property in a neat and tidy condition in accordance with normal farming practice.
  - (b) Clause 9.1 (c) is deleted and the Buyer and Seller agree and acknowledge that no survey of the Property has been undertaken and that boundary fencing may not be on the boundary of the Land and may be on convenience lines or other areas where the boundaries are not on the survey lines.
  - (c) Clause 9.1(a) is deleted and the Seller will operate and farm the Property in a normal farming manner and practice consistent with those carried out in the district in which the Property is situated until Settlement subject to seasonal conditions and cropping activities carried out prior to Settlement.
8. The Purchase Price has been negotiated on the basis that the supply of the Land is an exempt supply of farm land for farming (Section 38-480 of the GST Act).
  - (i) The Seller warrants that a farming business has been conducted on the Land for FIVE (5) years preceding the Contract Date.
  - (ii) The Buyer warrants that, on and after settlement, a farming business will be conducted on the property.
  - (iii) In the event that the Seller is liable for Goods and Services Tax ("GST") on this Contract:
    - A. The Buyer shall pay to the Seller, within 14 days after the Seller's liability is confirmed by the Commissioner, the amount of the GST.
    - B. The Seller shall provide a Tax Invoice to the Buyer as a precondition of the above payment
9. The Seller represents and warrants that the Seller is not aware of any contaminated site or any contamination (as those terms are defined and understood in the Contaminated Sites Act 2003) on the Property other than those described in any Special Condition. If there is a contaminated site or any contamination on the Property that has been disclosed by the Seller then the Buyer at Settlement assumes responsibility for any remediation that is or may be required. The Buyer indemnifies the Seller from any liability in relation to any contamination on the Property. This clause survives Settlement.

10. The Buyer and Seller acknowledge that, in discussing the provisions in this Contract, the Agent did not undertake to give any expert advice on the taxation implications (including capital gains tax and goods and services tax), and expressly advised both parties to seek expert advice on all such taxation implications.
11. Residual Current Devices (RCD's) - This Contract is subject to and conditional upon the Seller (at the Seller's expense) providing the Buyer with a Certificate from a qualified electrical contractor (or a Declaration from the Seller) that any residential premises on the Land comply with the Building Amendment Regulations 2009. The Seller acknowledges that this may involve the installation of 2 Residual Current Devices (RCD's) in the premises prior to the Settlement Date at the Seller's expense.
12. Smoke Alarms - This Contract is subject to and conditional upon the Seller (at the Seller's expense) providing the Buyer with a Certificate from a qualified electrical contractor (or a Declaration from the Seller) that the residential premises on the Land comply with the provisions of the Building Amendment Regulations 2009. The Seller acknowledges that this may involve the installation of smoke alarms (installed with mains connection or in limited circumstances with a 10 year battery) in the premises prior to the Settlement Date at the Seller's expense.
13. Acceptance of this offer will be sufficiently communicated to the Buyer if verbal or written notification is given by the Seller or Agent to the Buyer that this Contract has been signed by the Seller.

**SPECIAL CONDITIONS:**

landmarkwa.harcourt.com.au



**ACCEPTANCE BY THE SELLER/S**  
If Signing as Individuals

Signed By the Seller/s	Signed By the Seller/s	Signed By the Seller/s
Signed <u>W. Waters</u>	Signed _____	Signed _____
Full Name <u>WILLIAM ALLAN WATERS</u>	Full Name _____	Full Name _____
Date <u>18/10/2017</u>	Date _____	Date _____
In the presence of (Witness)	In the presence of (Witness)	In the presence of (Witness)
Signed <u>[Signature]</u>	Signed _____	Signed _____
Witness Full Name <u>Christopher Ngweni</u>	Witness Full Name _____	Witness Full Name _____
Address <u>13 Doric St. Kelowna B.C.</u>	Address _____	Address _____
Occupation <u>Real Estate Agent</u>	Occupation _____	Occupation _____

**ACCEPTANCE BY THE SELLER/S**  
If signing on behalf of a company/corporation

Full Name of Company/Corporation WILLIAM ALLAN WATERS AND GOLDWELL INVESTMENTS PTY. LTD.

ABN/ACN \_\_\_\_\_

**EXECUTED BY THE SELLERS PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT 2001**

Signed by Director <u>W. Waters</u>	Signed by Director _____
Full Name <u>WILLIAM ALLAN WATERS</u>	Full Name _____
Date <u>18/10/2017</u>	Date _____

**EXECUTED BY THE GUARANTOR(S)**

Signed: _____	Signed: _____
Full Name: _____	Full Name: _____
Full Address: _____	Full Address: _____

**ACCEPTANCE BY THE BUYER/S**  
If Signing as Individuals

Signed By the Buyer/s (Individual)	Signed By the Buyer/s (Individual)	Signed By the Buyer/s (Individual)
Signed _____	Signed _____	Signed _____
Full Name _____	Full Name _____	Full Name _____
Date _____	Date _____	Date _____
In the presence of (Witness)	In the presence of (Witness)	In the presence of (Witness)
Signed _____	Signed _____	Signed _____
Witness Full Name _____	Witness Full Name _____	Witness Full Name _____
Address _____	Address _____	Address _____
Occupation _____	Occupation _____	Occupation _____

**ACCEPTANCE BY THE BUYERS**  
If signing on behalf of a company/corporation

Full Name of Company/Corporation GENERATION AG PTY LTD.  
ABN/VACN \_\_\_\_\_

**EXECUTED BY THE BUYERS PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT 2001**

Signed by Director \_\_\_\_\_ Signed by Director \_\_\_\_\_  
Full Name Michael John Thompson Full Name \_\_\_\_\_  
Date 17-10-2017 Date \_\_\_\_\_

**EXECUTED BY THE GUARANTOR(S)**

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_  
Full Name: \_\_\_\_\_ Full Name: \_\_\_\_\_  
Full Address: \_\_\_\_\_ Full Address: \_\_\_\_\_

**JOINT FORM OF GENERAL CONDITIONS FOR THE SALE OF LAND 2011 REVISION**

The Sellers and Buyers acknowledge receiving a copy of this contract together with a copy of the Joint Form of General Conditions for the Sale of Land 2011 Revision.

Signed by the Sellers \_\_\_\_\_ Signed by the Buyers \_\_\_\_\_  
Signed W. Waters Signed \_\_\_\_\_  
Signed \_\_\_\_\_ Signed \_\_\_\_\_  
Signed \_\_\_\_\_ Signed \_\_\_\_\_

**Seller's Nominated Settlement Agent/Solicitor**

Name WA. PROPERTY LAWYERS  
Address \_\_\_\_\_

Signed by the Sellers \_\_\_\_\_  
Signed W. Waters \_\_\_\_\_  
Signed \_\_\_\_\_  
Signed \_\_\_\_\_

**Buyer's Nominated Settlement Agent/Solicitor**

Name MENDALAWITZ MORTON.  
Address \_\_\_\_\_

Signed by the Buyers \_\_\_\_\_  
Signed \_\_\_\_\_  
Signed \_\_\_\_\_  
Signed \_\_\_\_\_