Department of Biodiversity, Conservation and Attractions Lease

I hereby certify that the within is a true and correct copy of Lease No. 2303/100.

Mr Mark Webb
Director General

LEASE NO 2303/100

PART OF
EAST LEWIS ISLAND - RESERVE NO. 36907
WEST LEWIS ISLAND - RESERVE NO. 36909
MALUS ISLAND - RESERVE NO. 36910

CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY
(LESSOR)

and

DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION INC.
(LESSEE)
Schedule

1. Lessor
2. Lessee
3. Leased Area
4. Term
5. Option to Extend
6. Rent
7. Permitted Use of the Leased Area
8. Minimum Public Liability Insurance Cover

Terms and Conditions

1. Grant
2. Option to Extend
3. Rent
4. Rent Review
5. Outgoings
6. Building Work and Cleaning
7. Use of Leased Property
8. Fires and Environmental Protection
9. General Obligations and Restrictions
11. Indemnity and Insurance
12. Management of the Leased Area
13. Assignment and Subletting
14. Holding Over
15. Default
16. Lessee's Obligations on Termination
17. Costs and Expenses
18. Miscellaneous
19. Power of Attorney
20. Notices
22. Interpretation
LEASE

SCHEDULE

Schedule

1. Lessor

The CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY – 17 DICK PERRY AVENUE KENSINGTON WA 6152

2. Lessee

DAMPIER ARCHIPELAGO RECREATION DWELLERS ASSOCIATION INC. – PO BOX 1056 KARRATHA WA 6714

3. Leased Area

A PORTION OF RESERVE NOS. 36907, 36909 AND 36910 AS SHOWN DELINEATED ON THE ATTACHED LEASE DIAGRAMS

4. Term

The period of 21 years from the Commencement Date to the Expiry Date

4.1 Commencement Date: 1 October 2016
4.2 Expiry Date: 30 September 2037

5. Option to Extend the Lease

5.1 Option Period: 21 years

6. Rent

For the first year of the term, the rental is $900.00 per shack per annum.
For the second year of the term, the rental is $1,000 per shack per annum then indexed annually in accordance with the lease document (Excluding GST).

7. Permitted Use of the Leased Area

Short stay recreational accommodation

8. Minimum Public Liability Insurance Cover

$10,000,000


Dampier Archipelago Shacks Special Conditions
RECATALS

A. Pursuant to Section 7(2) of the amended Conservation and Land Management Act 1984 ("the CALM Act") the land in Reserve 36907 at East Lewis Island, Reserve 36909 at West Lewis Island and Reserve 36910 at Malus Island ("the Reserves") is vested in the Conservation and Parks Commission.

B. Pursuant to Section 100 of the CALM Act, the Chief Executive Officer (CEO) has power to lease the Land for the purpose of Recreation for a Term as he/she thinks fit.

C. Section 36 of the CALM Act allows for the Conservation and Land Management Executive Body ("Executive Body") to be established and to be governed by the CEO.

D. Section 37 of the CALM Act allows for the Executive Body, as a body corporate, to perform functions of the CEO.

E. The Lessee has applied to the Lessor for a Lease of that portion of the Land above described together with all buildings erections and other improvements now or hereafter erected thereon (collectively "the Leased Premises").

F. The Lessor has agreed to lease the Leased Premises to the Lessee for the Term and at the rental respectively set out hereo and upon and subject to all the covenants agreements and stipulations contained in this Lease.

G. Pursuant to Section 100(3) of the Act, the Lease shall be laid before each House of Parliament within 14 sitting days of its execution by all parties and will be incorporated into Hansard.
1. GRANT

1.1 Grant of Lease

Pursuant to Sections 36, 37 and 100 of the CALM Act, the Lessor leases the Leased Area to the Lessee for the Term subject to the terms and conditions of this Lease.

1.2 Quiet Enjoyment

For as long as the Lessee complies with the Lessee's obligations under this Lease, the Lessee may occupy and use the Leased Area during the Term without disturbance or interference by the Lessor except as permitted by this Lease or by law.

1.3 Termination by the Lessor or Lessee by Notice

Despite any other provision of this Lease, the Lessor or Lessee may mutually agree at any time to terminate this Lease by giving 12 months written notice of termination to either party.

2. OPTION TO EXTEND

2.1 Option Period

If a period is specified in item 5.1 of the Schedule, the Lessee has the option to extend this Lease for the Option Period, but only if:

(1) the Lessee notifies the Lessor in writing that the Lessee wants to extend this Lease for that period at least 3 months before the Expiry Date (but not earlier than 12 months before that date); and

(2) the Lessee is not in default under this Lease as extended when the option is exercised.

2.2 Rent During Option Term

The rent payable by the Lessee from the beginning of any extended Term of this Lease is to be the same rent payable immediately before the date of commencement of the extended Term unless that date is a rent review date, in which case the rent is to be reviewed with effect from that date, and the rent is subject to further review during the extended Term as provided in this Lease.

2.3 Default After Exercise of Option

If the Lessee defaults under this Lease after exercising an option to extend the Term of this Lease, the Lessor is not prevented from exercising any rights, including the right to terminate this Lease. If this Lease is terminated, the Lessor is not under any obligation to grant a Lease of the Leased Area to the Lessee for any extended Term.

2.4 Definitions

In this Lease:

Option Period means the period (if any) specified in item 5.1 of the Schedule.
3. RENT

3.1 Amount of the Rent

The annual rent payable under this Lease from the Commencement Date is the amount specified in Item 6 of the Schedule.

3.2 Manner of Payment

The Lessee must pay the rent by equal annual instalments in advance. The first instalment is to be paid on the Commencement Date and subsequent instalments are to be paid on each anniversary of the Commencement Date. Rent payable for part of a year is to be proportionately adjusted on a daily basis. Rent is to be paid on receipt of a Lessor initiated invoice.

4. RENT REVIEW

4.1 CPI Rent Review

With effect from (and including) each date specified in this clause 4 as a "CPI Review Date", the rent must be reviewed on the basis that the reviewed rent is to be the higher of:

(1) the rent applying immediately before the relevant CPI Review Date; or

(2) the amount calculated by using the following formula:

\[ A = \frac{B}{C} \times D \]

Where:

\( A \) = the amount of the reviewed rent which is payable from (and including) the relevant CPI Review Date.

\( B \) = the last September quarter CPI Index Number published before the relevant CPI Review Date.

\( C \) = the last September quarter CPI Index Number published before the previous rent review date (or in the case of the first review, before the Commencement Date).

\( D \) = the amount of the rent applying immediately before the relevant CPI Review Date.

Consumer Price Index (CPI)

For the purposes of this Lease the expression CPI Index Number means the Consumer Price Index (All Groups) compiled by the Australian Bureau of Statistics for the Perth (Capital City) area (all groups) or any substitute therefor accepted by the government of the Commonwealth of Australia from time to time. If at any time either or both such consumer price index and the index number is discontinued or suspended or in the reasonable opinion of the
LEASE TERMS AND CONDITIONS

Lessor substantially altered there shall be substituted therefor such alternative method of computing changes in the cost of living as in the reasonable opinion of the Lessor most closely reflects changes in the cost of living for the Perth Metropolitan Area during the 12 months immediately preceding the relevant Rent Review Date.

4.2 Rent Review (Crown Land Rental)

With effect from (and including) each date specified in this clause as a Crown Land Rental Review Date, the Lessor can require that the rent be reviewed on the following basis.

If the Lessee has not agreed in writing to the amount of the reviewed rent proposed by the Lessor within one month of receiving such advice, the amount of the reviewed rent is to be the higher of:

(1) the rent applying immediately before the relevant Crown Land Rental Review Date;

(2) the Crown Land Rental Review for the Premises determined by a valuer licensed under the Land Valuers' Licensing Act:
   (a) agreed to by each of the parties; or
   (b) appointed by the President for the time being of the Australian Property Institute (WA Division) at the request of either party.

The parties must each pay half of the fees charged by any valuer appointed under this Agreement to determine the Crown Land Rental for the Leased Area.

Crown Land Rent means the rent that a Lessee would be prepared to pay and an owner of the Leased Area would be prepared to accept taking into account:

(1) the approved use and utility conferred under the Lease;

(2) the nature of the Lessee. In this regard the Lessee is required to keep proper and audited books of account and these books of accounts for the current and past three years will be made available to the Lessor upon request for the purpose of assisting in the determination of the rent. Average management of the organisation will be assumed;

(3) the provisions of this Lease;

(4) the period which will elapse between the current Crown Land Rental Review Date and the next Crown Land Rental Review Date or, if there is not one, the termination of this Lease;

(5) the full length of the Term and the benefit of any option to renew;

(6) any Improvement to the Leased Area but disregarding;

(7) the consequences of any default by the Lessee of this Lease which may have adversely affected the condition, rental value or Crown Land rental of the Leased Area;

(8) any part of the Term that has expired;
the value of the Lessee's Property and any goodwill created by the Lessee's business or activities to the Leased Area.

No delay by the Lessor in enforcing any review of the rent prevents the Lessor from requiring at any time that the rent must be reviewed with effect from the date for Crown Land Rental Review specified.

4.3 Interpretation

In this Lease:

CPI Review Date includes each anniversary of the Commencement Date after the first anniversary except for any Crown Land Rental Review Dates.

Crown Land Rental Review Date means every fifth anniversary of the Commencement Date.

4.4 Delay

No delay by the Lessor in enforcing any review of the rent prevents the Lessor from requiring at any time that the rent must be reviewed with effect from the dates for review of the rent specified in this clause 4.

5. OUTGOINGS

5.1 Rates and Taxes

The Lessee must pay the Rates and Taxes either to the relevant Authority before those Rates and Taxes become overdue or, in the case of any Rates and Taxes imposed on the Lessor, to the Lessor as required by the Lessor whenever the Rates and Taxes become payable.

5.2 Goods and Services Tax

(1) Definition

GST means a goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Act or otherwise on a supply.


New Tax System changes has the same meaning as in section 75AT of the Trade Practices Act 1974 (Cth).

Tax Invoice includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

(2) Adjustment for GST

(a) Unless expressly included, the consideration for any supply made by the Lessor under or in connection with this Lease does not include GST.

(b) GST is payable on any supply of goods and services under this Lease.
(3) **Tax Invoices**

The Lessor must issue a Tax Invoice to the Lessee in respect of any supply of goods and services under the Lease.

(4) **Reimbursements**

If the Lessor is entitled under the Lease to be reimbursed or Indemnified by the Lessee for a cost or expense incurred in connection with the Lease, the reimbursement or Indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the Lessor.

5.3 **Other Property Included**

If Rates and Taxes are not assessed separately on the Leased Area but also on other property which includes the Leased Area, the amount which the Lessor can require the Lessee to pay is the same proportion of those Rates and Taxes as the area of the Leased Area bears to the area of the property the subject of the assessment.

5.4 **Service Charges**

The Lessee must pay all charges for all other Services which are imposed in respect of the Leased Area either to the supplier before those charges become overdue or, in the case of any such charges imposed on the Lessor, to the Lessor as required by the Lessor whenever the charges become payable.

6. **BUILDING WORK, MAINTENANCE AND CLEANING**

6.1 **General Obligations**

The Lessee must:

- (1) maintain the Leased Area in the condition as required by the Lessor (except for fair wear and tear); and
- (2) promptly repair any damage to the Leased Area; and
- (3) maintain the Lessee’s Property (including signs) located on the Leased Area in good condition.

6.2 **Building Work**

If the Lessee constructs anything on the Leased Area or carries out any other work on the Leased Area, including work required by any Authority or any law, the Lessee must:

- (1) before carrying out the work, obtain the Lessor’s written approval to the carrying out of the work, including if relevant, written approval of the plans and specifications for the work; and
- (2) comply with all relevant requirements of each Authority and all laws and applicable standards in relation to the work; and
(3) carry out the work in a safe and proper manner; and
(4) use only good quality materials; and
(5) pay to the Lessor when the Lessor requests any reasonable expenses incurred by the Lessor in approving the work, including fees paid to architects, engineers, contractors or other advisors.

6.3 Maintenance of Leased Area

At the Lessee's own expense to keep and maintain the Leased Area and every part thereof and all buildings, structures, pavements, improvements, fixtures and fittings (both internal and external) comprised and situated therein and any addition thereto in good, safe and substantial repair order and condition, including the maintenance of mechanical, electrical and electronic fixtures and fittings within the Leased Area in good repair and operating condition AND to keep all gardens and grounds forming part of the Leased Area well tended, neat, safe, in good order and condition and in accordance with the landscape design approved in writing by the Lessor.

6.4 Provide Fixtures, Fittings and Chattels

At all times during the Term to provide and install fixtures, fittings, mechanical, electrical and gas fixtures and fittings, floor coverings, plant, machinery, equipment, furniture, and other chattels within and to the Leased Area which are safe and of good quality and standard consistent with the standard expected of such a facility to enable the use of the Leased Area throughout the Term be in accordance with standards, principles and methods applicable from time to time.

6.5 Cleaning

The Lessee must:

(1) keep the Leased Area clean and tidy and free of vermin; and
(2) not store rubbish on the Leased Area and ensure all rubbish is contained in fly and rodent proof containers;
(3) remove rubbish accumulating on the Leased Area to a licensed rubbish disposal site after every visit and for each time the shack is occupied; and
(4) comply with the Lessor's reasonable directions in connection with cleaning and the disposal of rubbish and other debris in relation to the Leased Area.

6.6 Specific Obligations

Without limiting the preceding clause, the Lessee must:

(1) keep the surrounds of the Leased Area for a maximum distance of 10 metres from the boundary clean and tidy as if the surrounds form part of the Leased Area without causing any disturbance to vegetation or natural features; and
(2) not cause or allow any pollutant or contaminant material or substance over which the Lessee has control to be released into or affect the Leased Area.
7. USE OF LEASED AREA

7.1 Permitted Use
The Lessee may only use the Leased Area for the Permitted Use unless the Lessor consents to another use.

7.2 Lessee’s Own Enquiries
The Lessee has relied on the Lessee’s own enquiries about how the Leased Area may be used and not on any representation from the Lessor. The Lessee has made the Lessee’s own enquiries about:

(1) the suitability of the Leased Area for any use to which it is to be put; and

(2) all planning and any other requirements, prohibitions or restrictions applying to the Leased Area under any law or as a result of the requirements or orders of any Authority.

7.3 No Warranty by Lessor
The Lessor does not give any warranty of any kind that the Leased Area is suitable for any purpose for which the Lessee intends to use it. Any warranty in relation to the Leased Area which is implied by law is excluded to the extent that the law permits the warranty to be excluded.

7.4 The Lessor Not Liable
The Lessor is not liable to the Lessee and the Lessee will not make a claim against the Lessor in respect of any Liability resulting from any accident, death, injury, damage (including water damage), malfunction or other event in or affecting the Leased Area unless caused by the negligence of the Lessor or any employee, contractor or agent of the Lessor.

8. FIRES AND ENVIRONMENTAL PROTECTION

8.1 Fire Prevention
Without limiting any other provision of this Lease, the Lessee must in relation to the Leased Area promptly comply with:

(1) the Bush Fires Act 1954 and any other laws relating to the prevention and control of fires; and

(2) all proper directions concerning fire prevention and control given to the Lessee by the Lessor or any Authority.

8.2 Fire Control
The Lessee must immediately:

(1) notify the Lessor as soon as a fire is detected on the Leased Area;
(2) take all reasonable and safe action which the Lessee is able to take to try to extinguish any unauthorised or uncontrolled fire on the Leased Area.

8.3 Authorised Fires

The Lessee must not do anything which causes or may cause a fire on the Leased Area unless the fire is:

(1) not prohibited by law or by a direction of the Lessor or an Authority; and

(2) the fire is not dangerous and is properly controlled so that it cannot become dangerous.

8.4 Liability for Fires

The Lessee is responsible for and must pay or reimburse the Lessor for all liabilities as a result of any fire which starts on the Leased Area except where the fire:

(1) was not caused by the Lessee's negligent or unlawful act or omission or the Lessee's default under this Lease; or

(2) was started by a cause beyond the Lessee's reasonable control.

8.5 Timber

This Lease does not grant to the Lessee any rights to forest produce as defined in the amended Conservation and Land Management Act 1984 and the provisions of Section 96(4) of that Act are hereby expressly excluded.

8.6 Trees and Vegetation

The Lessee must take all reasonable actions necessary to protect the trees and other vegetation growing on the Leased Area and take reasonable actions necessary to prevent, rectify or ameliorate any erosion, drift or movement of sand or soil from the Leased Area. Without limitation, unless required by clause 8.7, the Lessee may not cut down or damage or otherwise interfere with anything growing on the Leased Area without the written consent of the Lessor. The Lessee must also control declared plants and declared animals as defined in the Agriculture and Related Resources Protection Act 1976, in relation to the Leased Area, as required by that Act.

8.7 Dangers or Threats to the Public and to the Leased Area

The Lessee must:

(1) regularly check the condition of trees and other vegetation on and adjacent to the Leased Area;

(2) subject to approval being received from the Lessor, prune or remove any tree or other vegetation which is in a dangerous condition or which may threaten the safety of any person;

(3) take adequate action to warn the public of any danger or threat constituted by any tree or other vegetation; and

(4) generally take any measures necessary to prevent accidents and to protect the safety of the public on the Leased Area.
8.8 Quarantine Management and Prevention of Disease

The Lessee must comply with the Lessor's reasonable directions relating to quarantine management and will abide by the following:

1. The Lessee shall abide by any requirements imposed on CALM Act land;
2. the Lessee shall not allow any non-indigenous plant or animals, including domestic species, to be brought onto any CALM Act land without lawful authority, or unless the area is designated for that purpose;
3. the Lessee shall be responsible for all costs associated with the removal of any species introduced as a result of its use of the Leased Area; and
4. when visiting any island reserves the Lessee shall:
   a. use its best endeavours to ensure its vessel(s) are permanently baited with rodenticide baits and used baits must be returned to the mainland for responsible disposal. Rodenticide baits should only be used on the vessel(s) and not on the islands themselves;
   b. inspect luggage, stores and other goods for signs of vermin, weeds and other foreign material including soil prior to departing for the Islands;
   c. inspect cargo and food storage regularly for the presence of vermin;
   d. ensure that any dead vermin, soil or weed material detected is removed to the mainland for disposal to avoid the possibility of transmission of disease to the Islands; and
   e. report any discovery, recovery and destruction of any vermin or weeds to the local Departments office at the completion of the Island stay.

8.9 No Interference with Land

The Lessee acknowledges that the Leased Area may be environmentally sensitive and that the Lessor has a general duty to protect the environment. Accordingly, the Lessee must not, without first obtaining the consent of the Lessor, do anything to damage or otherwise interfere with the natural environment on the Leased Area, including:

1. removing rocks, earth, soil or other material from the Leased Area; or
2. clearing or removing trees or other vegetation from the Leased Area by any means; or
3. altering the contours of the surface of the Leased Area; or
4. depositing any earth fill or other similar materials on the Leased Area; or
5. altering the natural drainage on the Leased Area; or
6. introducing any new flora or fauna to the Leased Area; or
7. harming or endangering any flora or fauna on the Leased Area; or
8. anything else which in connection with the Leased Area may be harmful to the environment.

8.10 Notify the Lessor of Threats

The Lessee must immediately notify the Lessor if the Lessee becomes aware of anything which causes or could cause pollution (as defined in the Environmental Protection Act 1986) on or affecting the Leased Area.
LEASE

8.11 Environmental Protection Laws

Unless otherwise stated, this Lease is not to be taken as exempting the Lessee from or limiting the obligation of the Lessee to comply with any law relating to the protection of the environment.

8.12 Environmental/Ecological Benchmarks

(1) During the Term of this Lease the Lessee must achieve the benchmarks for the sustainability of the Lease and the continued use by the Lessee of the Leased Area which are itemised in Annexure 1 of the Sustainability Performance and Audit Schedule attached to and forming part of this Lease.

(2) The Lessor shall have the right to monitor and audit the Lessee's performance, attainment and achievement of the requirements, obligations and standards specified in the Sustainability Performance and Audit Schedule at the times and in the manner specified in paragraph (3) of this clause.

(3) During the Term, the Lessee may be audited annually or at the discretion of the Lessor against sustainability benchmarks in Annexure 1. The mechanism for auditing will be reviewed in consultation with the Lessee by December of each year of the Term.

(4) The Lessee shall pay to the Lessor on demand the total cost of the annual audit (including auditor travel costs) charged to the Lessor by the auditor.

(5) The Lessee must cooperate fully with the Lessor and the Lessor's personnel and auditors and assist them in and about the exercise of the Lessor's rights under the Sustainability Performance and Audit Schedule.

(6) The Lessee acknowledges and agrees that the Lessor, the State and the Minister responsible for the CALM Act are responsible for the administration of legislation with respect to conservation, the environment, land management, wildlife, flora, fauna and the protection and conservation of the value of the land to the culture and heritage of Aboriginal persons.

(7) The Lessor shall be entitled to amend, vary, modify, alter, add to or replace the whole or any part, item or provision of the Sustainability Performance and Audit Schedule, including by the addition of new items or benchmarks, at any time and from time to time by notice in writing to the Lessee in such manner and to such extent as the Lessor considers reasonably necessary or appropriate for the proper performance and observance of, and compliance with, its responsibilities under the legislation referred to in paragraph (6) above.

(8) The Lessee shall observe, perform and comply with all the terms, conditions, provisions, items and benchmarks contained in the Sustainability Performance and Audit Schedule, as amended, varied, modified, altered, added to or replaced by the Lessor for the time being and from time to time, as if they were set out in full as covenants by the Lessee in the body of this Lease.

(9) The provisions of the Sustainability Performance and Audit Schedule contained in Annexure 1 apply to and bind the Lessee on and from the Commencement Date. Each amendment, variation, modification, alteration,
addition, replacement or new item (as the case may be) shall apply to and
bind the Lessee on and from the date of service of notice thereof under
paragraph (7) above.

(10) In the event of any conflict or any inconsistency between a provision of this
Lease and a provision of the Sustainability Performance and Audit Schedule
(as amended, varied, modified or replaced from time to time) the provision
of the Sustainability Performance and Audit Schedule shall be paramount
and prevail to the extent of the conflict or inconsistency.

8.13 Animals

(1) The Lessee will not permit any domestic, exotic and feral animals (including
birds and fish) onto the Leased Area or the Reserves and will thoroughly
inspect vehicles and equipment to be taken to the Reserves and will do all
things reasonably necessary to ensure that no animals (as defined in the
Wildlife Conservation Act 1950 (WA)), in particular Bufo marinus (cane
toad), Mus musculus (house mouse), Rattus Rattus (black rat) and
Hemidactylus frenatus (Asian house gecko) are introduced to the
Reserves.

(2) The Lessee will report to the the Lessor the presence of any domestic,
exotic or feral animal (including birds and fish) within the Reserves which
has been observed by the Lessee or its employees, contractors, agents
and Members or Guests.

(3) The Lessee will cooperate with the Lessor to exclude from the Leased Area
any person who is accompanied by an animal (provided that guide dogs for
the blind and animals engaged in search and rescue may be admitted
when under active supervision).

8.14 Asbestos Management

The Lessee shall at all times throughout the Term, ensure that it complies
with all relevant Australian Standards and legal requirements which apply in
relation to the management and removal of asbestos (if any) at or from the
Leased Area.

9. GENERAL OBLIGATIONS AND RESTRICTIONS

9.1 Obligations

The Lessee must:

(1) conduct the Lessee's business or activities in the Leased Area in a proper
manner; and

(2) comply with all relevant requirements of any Authority and every law in
connection with the Leased Area and the Lessee's Property except where
such requirements relate to work of a structural nature, unless rendered
LEASE

TERMS AND CONDITIONS

necessary by the nature of the Lessee's business or activities in the Leased Area; and

(3) withdraw any 'subject to claim' caveat lodged to protect the Lessee's interest under this Lease at the termination, or on an assignment, of this Lease; and

(4) promptly give the Lessor a copy of every notice from any Authority received by the Lessee relating to the Leased Area including its buildings and structures; and

(5) Immediately notify the Lessor if the Lessee becomes aware of anything which Is a threat to the Leased Area and comply with the Lessor's directions for the purpose of protecting property or persons in the Leased Area; and

(6) promptly inform the Lessor after becoming aware of any damage to the Leased Area; and

(7) at all times during the Term to duly and punctually comply with, observe, carry out and conform to the provisions of all laws, Acts and statutes (State, Commonwealth or local) and all subsidiary legislation now or hereafter in force and all requirements and orders of any Authority (statutory or otherwise) which affect the Leased Area or the use of the Leased Area or which impose any duty or obligation upon the owner or occupier of the Leased Area.

9.2 Restrictions

In connection with the Leased Area, the Lessee must not (and may not permit anyone else to) except with the Lessor's consent:

(1) cause damage to the Leased Area; or

(2) store or use inflammable or explosive substances in the Leased Area except those normally used for any activity included in the Permitted Use but then only if they are stored in proper containers and used only in accordance with all relevant laws and the requirements of any Authority; or

(3) use any facilities in or near the Leased Area, including toilets for any improper purpose; or

(4) put any signs or advertisements outside the Leased Area or within the Leased Area, except as required by this Lease; or

(5) permit any other person to carry on business on or from the Leased Area; or

(6) use the Leased Area as a residence or for any activity which is dangerous, offensive, illegal or immoral or which is or may become a nuisance or annoyance to anyone; or

(7) create any noise or other disturbance which interferes with the use by any other person of land which adjoins or is near to the Leased Area; or

(8) abandon the Leased Area; or

(9) create a security interest over this Lease in favour of any person or give another person any right to occupy or use the Leased Area; or
(10) lodge an absolute caveat to protect the Lessee's interest under this Lease.

9.3 Local Government Act Requirements

Even though the Local Government Act 1995 and subsidiary legislation, including any building regulations, may not apply in respect of the Leased Area, the Lessee must comply with that Act and subsidiary legislation as if it did apply, except to the extent that the Lessor waives any requirement. The Lessee must pay to the Lessor on request the fees or other costs charged to the Lessor by any consultant or other competent person who provides advice to the Lessor in relation to the Lessee's compliance with the Local Government Act and any subsidiary legislation.

10. DAMPIER ARCHIPELAGO SHACKS SPECIAL CONDITIONS

(1) The Lessee shall ensure that the management of the Leased Area is in accordance with the approved Shack Management Plan as attached at Annexure 2 which may be varied from time to time with the approval of the Lessor.

(2) The Lessee shall prepare, keep and preserve a full record of visitation indicating, on a daily basis and in a form approved by the Lessor, the dates and number of Members and Guests, employees, agents or contractors of the Lessee either occupying the shacks and accessing the Reserves, and shall make this record available to the Lessor by 31 July of each year during the Term.

(3) The Lessee shall ensure that Members and Guests, have access to and use of the shacks held under this Lease.

(4) The Lessee shall ensure that membership of DARDA is non-exclusive and open to all residents of the City of Karratha.

(5) The Lessee shall prepare, keep and preserve a list of all DARDA's members showing contact names, phone numbers and postal addresses and shall provide this record to the Lessor when requested.

(6) The Lessee shall ensure that prior written approval from the Lessor is received to bring a motorised vehicle or motorised machine equipment into the Reserves.

(7) The Lessee shall ensure that the shacks are maintained to the building standard as set by the City of Karratha for the Term of this Lease.

(8) The Lessee shall install and maintain a fire extinguisher in workable condition in each shack.

(9) The Lessee must maintain and display at all times a Lessor approved cyclone and emergency evacuation plan and guidelines on bushfire risks in each shack.

(10) The Lessee shall delineate and maintain a single access path between the shack and the beach, and between the shack and any outbuildings associated with the shack.

(11) The Lessee shall ensure all waste water treatment and disposal is to the standard required by the City of Karratha.

(12) The Lessee shall ensure existing bore hole latrines or external chemical closets are suitably screened and maintained to the satisfaction of the City Health Surveyor.

(13) The Lessee shall keep the buildings and surrounds in a completely clean and tidy state and painted and maintained in a sound manner to the reasonable satisfaction of the Lessor.
(14) The Lessee is responsible for the clean-up of any contamination, spill or other environmental incident that occurs as a result of negligence of the Lessee, the Lessees' employees, agents or contractors or Members and Guests, to the satisfaction of the Lessor.

(15) The Lessee shall promote awareness of quarantine issues and distribute quarantine guidelines approved by the Lessor to those accessing the Reserves.

(16) The Lessee will not use any solid fuel fire (including ground fires, barbecues and incinerators) on the Reserves.

(17) The Lessee will ensure that at least one owner of each dwelling/shack shall be a current resident of the City of Karratha.

11. INDEMNITY AND INSURANCE

11.1 Indemnity
The Lessee agrees to release and Indemnify, and keep Indemnified, the State of Western Australia (State), the Chief Executive Officer of the Department of Biodiversity, Conservation and Attractions (the Department) and each of the employees, contractors and agents of the State or the department (Indemnified Parties) from and against all claims, demands, actions, suits, and proceedings (whether under the law of contract, tort, a written law or otherwise), and damages, liabilities, losses, costs (including legal costs) and expenses, which may be made or brought against, suffered or Incurred by any of the Indemnified Parties arising in any way from, or in connection with the conduct of the Lessee or any of its employees, agents and contractors or any of its Members and Guests in relation to this Lease, except to the extent that any claims, actions, demands, suits, proceedings, damages, liabilities, losses or costs made or brought against, suffered or incurred by the Indemnified Parties are as a result of the Indemnified Parties' negligence:

(1) on any lands to which the CALM Act applies;
(2) or in relation to the activities the subject of this Lease;
(3) or in relation to some risk, danger or hazard created, assumed or accepted whether or not the existence of that risk, danger or hazard was or ought to have been known to the Lessee.

11.2 Insurance
The Lessee must maintain with a reputable insurer:

(1) public liability insurance of at least the amount specified in item 8 of the Schedule for each accident or event in the Leased Area; and
(2) any insurance required by law as a result of the Lessee's use of the Leased Area.

11.3 Variation of Insurance Amount
The Lessor may by notice to the Lessee at any time require the Lessee to increase the minimum cover for the Lessee's public liability insurance if in the circumstances it is reasonable for the cover to be increased.
11.4 **Insurance Obligations**

The Lessee must also:

1. pay each premium due under the insurance policies taken out by the Lessee before the due date and, when reasonably requested by the Lessor, provide evidence of payment; and
2. when reasonably requested by the Lessor, provide evidence of currency for each insurance policy certified by the insurer; and
3. immediately notify the Lessor if an event occurs which may give rise to a claim under any Insurance or which could adversely affect it or if an insurance policy is cancelled; and
4. if required by the Lessor, ensure that the Lessor's interests are noted on the policy of public liability insurance.

11.5 **Lessor's Insurance**

Unless the Lessor consents, the Lessee must not:

1. do or allow anything to be done which could adversely affect any insurance taken out by the Lessor in connection with the Leased Area or which could increase the cost of obtaining that insurance; or
2. settle, compromise or waive any claim under any policy of Insurance relating to the Leased Area.

11.6 **Environmental Indemnity**

The Lessee indemnifies and must keep indemnified the Lessor from and against all claims, proceedings, suits, writs, demands and expenses relating to, or in respect of, the remediation of Contamination, Pollution or Environmental Harm required under any Environmental Notice, by any law or by any Authority as a result of any Contamination, Pollution or Environmental Harm emanating on, or from, the Leased Area as a result of, or relating to, the use or occupation of the Leased Area by the Lessee.

11.7 **Contamination, Pollution or Environmental Harm**

1. The Lessor does not make any representation or warranty concerning the existence, non-existence, level or quantity of Contamination, Pollution or Environmental Harm on the Leased Area and adjoining land.
2. The Lessee relies on its own investigations concerning the existence, non-existence, level or quantity of Contamination, Pollution or Environmental Harm on the Leased Area and adjoining land.
12. MANAGEMENT OF THE LEASED AREA

12.1 Managing Agent

The Lessor may appoint a managing agent to manage the Leased Area and represent the Lessor in relation to this Lease. If the Lessor appoints a managing agent, the managing agent may only exercise the rights and powers of the Lessor under this Lease. The Lessor may at any time vary or terminate the authority of the managing agent. Decisions of the Lessor override those of the managing agent if there is any inconsistency between them.

12.2 Exercise of Rights Under the Amended Conservation & Land Management Act

The Lessor reserves the right to enter the Leased Area at any time in order to exercise any right, power or Authority which the Lessor has under the amended Conservation and Land Management Act 1984. The Lessee is not entitled to any compensation or to make any other claim against the Lessor for anything done by the Lessor on the Leased Area in the exercise of any right or Authority under that Act.

12.3 Right to Enter

The Lessor may after giving reasonable notice to the Lessee (or in an emergency, without notice) enter the Leased Area to do any one or more of the following things:

(1) Inspect the state of repair and condition of the Leased Area;
(2) Maintain or repair the Leased Area and equipment or facilities in the Leased Area;
(3) Carry out structural work to the Leased Area or any other work required by an Authority;
(4) Remove anything which is harmful or dangerous;
(5) Anything which should have been done by the Lessee but which has not been done properly;
(6) Anything else which the Lessor is required to do by law or is permitted to do under this Lease;

without affecting the Lessee's obligations under this Lease.

12.4 Minimise Disruption

If the Lessor does anything permitted by the preceding clause the Lessor must:

(1) Give the Lessee reasonable notice of the intended action before it is taken (except in an emergency); and
(2) Use its best endeavours to minimise disruption to the Lessee's business; and
(3) Make good any damage to the Lessee's Property (other than minor damage) caused by the Lessor.
12.5 *Dealing with the Leased Area*

The Lessor reserves the right to deal with the Leased Area by granting easements, licences or other rights or interests of any kind to any person over it at any time so long as this does not unreasonably interfere with the Lessee's use of the Leased Area for the Permitted Use. The Lessee is not entitled to any compensation or to make any other claim against the Lessor in relation to the proper exercise of any right given to another person by the Lessor. The Lessee is responsible for and indemnifies the Lessor against any Liability resulting from any claim made by a person to whom a right or interest has been granted by the Lessor in connection with any negligent act or omission of the Lessee or any default by the Lessee under this Lease.

13. **ASSIGNMENT AND SUBLETTING**

13.1 *Consent Required*

The Lessee may not assign this Lease or sublet the Leased Area unless the Lessor, at its absolute discretion, consents under the next clause 13.2.

13.2 *Requirements for Consent*

The Lessee may assign this Lease or sublet the Leased Area if the Lessor consents and if the Lessee:

1. complies with the next clause 13.3; and
2. supplies to the Lessor evidence acceptable to the Lessor that the proposed assignee or sublessee is able and qualified to use the Leased Area for the Permitted Use, is financially sound, has a good reputation and is a community not for profit organisation; and
3. remedies any default under this Lease unless it has been waived by the Lessor; and
4. if requested by the Lessor, arranges for the proposed assignee or sublessee to obtain from one or more persons, as reasonably nominated by the Lessor, a guarantee of the obligations under this Lease to be assumed by the proposed assignee or sublessee in a form prepared or approved by the Lessor's solicitors.

13.3 *Obligations on Assignment or Sublease*

If the Lessee assigns this Lease or sublets the Leased Area, the Lessee must:

1. deliver to the Lessor, before the date that the proposed assignment or sublease is to take effect, a completed agreement in the form of a deed prepared or approved by the Lessor's solicitors, by which the proposed assignee or sublessee agrees with the Lessor to be bound by this Lease as from the date the assignment or sublease takes effect; and
2. pay to the Lessor on request the Lessor's expenses, including legal costs:
(a) incurred in making reasonable enquiries about the proposed assignee or sublessee; and

(b) in connection with the preparation, completion and stamping of the assignment or sublease documents and any other related documents, (including the stamp duty on those documents).

13.4 Lessee Remains Liable

(1) The Lessee remains fully liable under this Lease even if the Lessee assigns this Lease or sublets the Leased Area or gives any right in relation to this Lease or the Leased Area to any other person.

(2) The Lessee may apply to the Lessor to be granted an exemption to clause 13.4(1), subject to conditions stated by the Lessor at the time.

13.5 Change in Control

If the Lessee is a company, and there is a change in control of the Lessee the Lessor may require the Lessee to obtain from the persons who have acquired control, as reasonably nominated by the Lessor, a guarantee of the Lessee's obligations under this Lease in a form prepared or approved by the Lessor's solicitors. If the Lessee is a subsidiary company a change in control includes a change in control of its holding company.

In this clause:

(1) company does not include a company which is listed on the Australian Stock Exchange or is wholly owned by such a company; and

(2) control means control of the composition of the board of directors or control of more than 20% of the shares with the right to vote at general meetings; and

(3) words defined in the Corporations Law have the meanings given to them by that Law.

13.6 Exclusion of Statutory Provisions

The provisions of sections 80 and 82 of the Property Law Act 1969 do not apply to this Lease.

13.7 Fees

The Lessee must reimburse the Lessor on request for all fees paid by the Lessor to any agent or consultant engaged by the Lessor in connection with a proposed assignment or sub-letting by the Lessee.

14. HOLDING OVER

If the Lessor consents to the Lessee continuing to occupy the Leased Area after the Expiry Date or after the end of any extended term, the Lessee is a monthly Lessee of the Leased Area and:
LEASE

TERMS AND CONDITIONS

(1) the monthly tenancy may be terminated by either party giving to the other at least one month's notice which may expire on any day; and

(2) the rent is the same rent payable immediately before the Expiry Date or after the end of any extended Term; and

(3) all the other provisions of this Lease apply to the monthly tenancy except any option to extend this Lease.

15. DEFAULT

15.1 Re-entry

The Lessor may terminate this Lease by notice to the Lessee or by re-entering the Leased Area if:

(1) the Lessee repudiates this Lease; or

(2) the Lessee abandons the Leased Area; or

(3) the Lessee ceases to use the Leased Area for the Permitted Use other than for a temporary period; or

(4) the rent or any other money payable by the Lessee is unpaid for longer than 3 months after it is due to be paid; or

(5) the Lessee is in default under this Lease and, if the default can be remedied, the Lessee has not remedied the default within 3 months after receiving a notice from the Lessor specifying the default and requiring it to be remedied; or

(6) an Insolvency Event occurs; or

Except for the notice given under subclause (5) and except for any notice otherwise required by law the Lessor does not need to give notice to the Lessee before re-entering the Leased Area.

15.2 Essential Terms and Damages

Every obligation of the Lessee under this Lease:

(1) to pay money; or

(2) not to do something without the Lessor's consent; or

(3) relating to damage to the Leased Area or to the state of repair or condition of the Leased Area,

is an essential term of this Lease. (This clause does not prevent other obligations being essential terms).

If the Lessee defaults by not performing or complying with any obligation which is an essential term, the Lessor is entitled to recover damages for losses over the whole Term, including losses caused by the non-payment of money by the Lessee over that
period, even if this Lease is terminated by the Lessor as a result of the Lessee's default before the Expiry Date.

This clause is not to be taken as relieving the Lessor of any duty to mitigate losses which is imposed by law.

15.3 Right to Damages Not Affected

The Lessor's right to recover damages is not affected if:

(1) the Lessor accepts the Lessee's repudiation of this Lease; or
(2) the Lessor terminates this Lease by notice or re-entry; or
(3) the Lessee has abandoned the Leased Area; or
(4) there is a surrender of this Lease by law.

15.4 Interest on Overdue Money

The Lessee must pay interest on any money which is not paid by the due date at the current reference rate or other base rate charged by the Commonwealth Bank on overdraft loans of less than $100,000 plus 2%, and is to be calculated on a daily basis from the due date until the money is paid. The interest is to be paid when requested by the Lessor.

15.5 Acceptance of Rent or Mitigation

The acceptance of rent or other money owing under this Lease or an attempt by the Lessor to mitigate losses is not to be taken as a waiver of a default by the Lessee under this Lease or a surrender by law.

16. LESSEE'S OBLIGATIONS ON TERMINATION

16.1 Lessee to Move Out

The Lessee must move out of the Leased Area and remove all the Lessee's Property from the Leased Area by the end of the Term except that if this Lease is terminated before that date, the Lessee must move out and remove the Lessee's Property as soon as reasonably possible after this Lease is terminated.

16.2 Abandonment of Lessee's Property

(1) If the Lessee does not remove all the Lessee's Property when the Lessee has to move out of the Leased Area the Lessee is deemed to have abandoned the Lessee's Property; and
(2) If the Lessee's Property is found to contain asbestos or is of no value to the Lessor, then the Lessee shall be responsible for all costs incurred by the Lessor to remove the Lessee's Property and rehabilitate the Leased Area; or
(3) If the Lessee's Property remaining in the Leased Area is of value to the Lessor and does not contain asbestos, the Lessee's Property will become the property of the Lessor.
16.3 Risk

The Lessee's Property is at the Lessee's risk at all times before and after the termination of this Lease.

16.4 Damage Caused by Moving Out

The Lessee must repair any damage to the Leased Area caused by moving out of the Leased Area or removing the Lessee's Property.

16.5 Reinstatement

If the Lessee has made any improvements or alterations to the Leased Area or carried out any work on the Leased Area or done anything else to change the Leased Area if the Lessor requires, the Lessee must reinstate the Leased Area before the end of the Term so that the Leased Area is returned to the condition it was in before the improvements or alterations were made, or the work carried out or the other changes were made. The Lessee's obligations under this clause include removing any building or other structure erected in the Leased Area by the Lessee unless the Lessor agrees otherwise or unless this Lease provides otherwise.

17. COSTS AND EXPENSES

17.1 Costs and Expenses

The Lessee must pay or reimburse the Lessor on request for all the Lessor's costs and expenses (including legal costs and expenses) in relation to:

(1) arranging for any survey or demarcation drawing necessary to identify the Leased Area; and

(2) negotiating, preparing, signing and stamping of this Lease and any document assigning, varying or surrendering this Lease; and

(3) enforcing any right under this Lease including giving a notice of default under section 81 of the Property Law Act; and

(4) any default by the Lessee which causes loss to the Lessor; and

(5) giving any consent or approval under this Lease.

17.2 Duties and Fees

The Lessee must pay or reimburse the Lessor on request for all stamp duty and fees (including fines and penalties attributable to the Lessee) payable in connection with this Lease.
LEASE TERMS AND CONDITIONS

18. MISCELLANEOUS

18.1 Remedies Cumulative

The rights, powers and remedies in this Lease are in addition to the rights, powers and remedies provided by law independently of this Lease.

18.2 Accrued Rights

The termination of this Lease for any reason does not affect the rights of the Lessor in relation to a default by the Lessee before termination.

18.3 Severance

If any part of this Lease or the application of that part to any person or circumstance is or becomes unenforceable, the other provisions of this Lease are not affected but continue to be enforceable.

18.4 Payments

The Lessee must make all payments under this Lease without set-off, counterclaim or deduction. Payments by the Lessee under this Lease are to be made to the Lessor or any other person nominated by the Lessor. The Lessor need not make a demand for payment of any amount required to be paid by the Lessee under this Lease unless required by law. If this Lease does not specify when a payment is due, it is due within 14 days after the Lessor requests payment.

18.5 Transfer of Land Act

The covenants and powers implied in every lease made under the Transfer of Land Act 1893 are implied in this Lease, whether registered under that Act or not, except:

(1) to the extent that they are modified by this Lease; and

(2) the implied covenant set out in section 92(1i), which is excluded.

18.6 Cost of Complying with Obligations

Unless otherwise stated in this Lease, the Lessee must pay the cost of performing or complying with every obligation of the Lessee under this Lease.

18.7 The Lessor Can Comply

If the Lessee does not perform or comply with an obligation under this Lease the Lessor may do what is necessary for the obligation to be performed or complied with. The Lessee must reimburse the Lessor for any reasonable costs or expenses incurred in ensuring the Lessee's obligations are performed or complied with.

19. POWER OF ATTORNEY

The Lessee for valuable consideration irrevocably appoints the Lessor and every senior officer of the Lessor (jointly and severally) the Lessee's attorney for the purpose of:
LEASE TERMS AND CONDITIONS

(1) withdrawing any caveat which the Lessee is obliged to withdraw but does not; and

(2) doing anything else the Lessee is obliged to do but does not do.

In this clause "senior officer" means every person designated by the Lessor as a senior officer.

20. NOTICES

20.1 Form and Address

A notice or other communication in connection with this Lease must be in writing and may be signed by the relevant party or its solicitors or agents.

The notice or other communication may be:

(1) left at or posted to the address of the addressee as set out in the Schedule or any other address notified to the sender as an address for the giving of notices; or

(2) sent by facsimile transmission to any facsimile number used by the addressee.

20.2 Receipt

Unless a later time is specified in it, a notice or other communication takes effect from the time it is taken to be received, which is:

(1) if left at the address of the addressee, the next Business Day after the day it is left;

(2) if posted, on the third Business Day after posting; and

(3) if sent by facsimile transmission, on the next Business Day after the facsimile was sent.

21. TRUSTEE PROVISIONS

If the Lessee has entered into this Lease in the capacity of trustee whether or not the Lessor has any notice of the trust, the Lessee:

(1) is taken to enter into this Lease both as trustee and in the Lessee's personal capacity and acknowledges that the Lessee is personally liable for the performance of the Lessee's obligations under this Lease; and

(2) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Lessor for any default by the Lessee; and

(3) will assign to the Lessor any right of indemnity the Lessee has against the assets of the trust to the extent of the liability of the Lessee under this Lease; and
(4) warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.

22. INTERPRETATION

22.1 Definitions

In this Lease:

Authority means any governmental or public authority of any kind.

Business Day means a day on which banks are open for business in Perth other than a Saturday or a Sunday.

CALM Act means the Conservation and Land Management Act 1984 as amended.

DARDA means the Dampler Archipelago Recreational Dwellers Association Inc.

Expiry Date means the date in item 4.2 of the Schedule.

Insolvency Event means the happening of any of the following events in relation to the Lessee:

(1) the Lessee is unable to pay all the Lessee's debts as and when they become due and payable or the Lessee has failed to comply with a statutory demand as provided in section 459F of the Corporations Law, or the Lessee is deemed to be unable to pay the Lessee's debts under section 585 of the Corporations Law;

(2) a meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;

(3) an application is made to a court for the Lessee to be wound up;

(4) the appointment of a controller (as defined in section 9 of the Corporations Law) of any of the Lessee's assets;

(5) the Lessee proposes to enter into or enters into any form of arrangement (formal or informal) with the Lessee's creditors or any of them, including a deed of company arrangement; or

(6) the Lessee becomes an insolvent under administration, as defined in section 9 of the Corporations Law.

Leased Area means the area of land described in item 3 of the Schedule and includes all buildings and other improvements on that area of land unless this Lease provides that ownership of any buildings or improvements constructed by the Lessee on the Leased Area remains in or vests in the Lessee.

Lessee means the person or persons named in item 2 of the Schedule and includes the Lessee's successors and an assignee, a sublessee or any other person having a right to possess, use or occupy the Leased Area.
Lessee's Property means any buildings, fences, plant or equipment or other property which the Lessee constructs on or brings in to the Leased Area.

Lessor means the statutory body described in item 1 of the Schedule and includes the Lessor's successors and an assignee of the reversion and, where the context permits, any person authorised by the Lessor to do any act on behalf of the Lessor for the purposes of this Lease, including a managing agent.

Liability includes any obligation to pay money or other loss, cost or expense of any kind.

Members and Guests means those persons who utilise the Leased Area with the approval of the Lessee.

Permitted Use means the use described in Item 6 of the Schedule.

Rates and Taxes means any rate, tax, levy or any other charge imposed at any time during the Term of the Lease by any State, local or Federal governmental body, authority, department or instrumentality or any other authority of any kind, in relation to the supply or use of the Leased Area or any thing under or in connection with the Lease.

Shack Management Plan means the document developed by DARDA and approved by the Lessor, attached to this Lease at Annexure 2, detailing the management of the shacks.

Term means the period referred to in item 4 of the Schedule.

22.2 Interpretation

In this Lease, unless the contrary intention appears:

(1) a reference to the Lessee includes the Lessee's employees, agents, contractors, sublessees, licensees, customers and any other person who is in the Leased Area with the Lessee's permission (direct or implied);

(2) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the Commencement Date;

(3) the singular includes the plural and vice versa;

(4) the word "person" includes a firm, a body corporate, an unincorporated association or an Authority;

(5) an obligation, representation or warranty:

(a) in favour of 2 or more persons is for the benefit of them jointly and severally; and

(b) on the part of 2 or more persons binds them jointly and severally;

(6) each obligation of a party to this Lease has effect as a covenant given in favour of the party who may enforce the obligation;
(7) if a period of time is expressed to be calculated from or after a specified day, that day is not included in the period;

(8) a reference to a day is a reference to the 24 hour period commencing at midnight;

(9) a reference to a month is to a calendar month and a reference to a year is a calendar year;

(10) if the word 'including' or 'includes' is used, the words: "without limitation" are deemed to immediately follow;

(11) a reference to the termination of this Lease includes the expiry of the Term; and

(12) a reference to the Term in relation to any obligation of the Lessee is to be taken as including a reference to any period during which the Lessee occupies or uses the Leased Area with the Lessor's consent.

22.3 **Schedule**

All the provisions in the Schedule at the front of this Lease are incorporated in and form part of this Lease.

22.4 **This Lease**

A reference to this Lease includes:

(1) everything forming part of this document; and

(2) any agreed changes to this document which are recorded in a separate document.
ANNEXURE 1

SUSTAINABILITY PERFORMANCE AND AUDIT

DEFINITIONS
In this Annexure, unless the context otherwise requires:

BEC means Build Environment Criteria.
NEC means Natural Environment Criteria.
Department means the Department of Biodiversity, Conservation and Attractions.
Regional Manager means the Department's Pilbara Regional Manager or his/her delegate.
SEC means Social Environment Criteria.

LESSEE SPECIFIC SUSTAINABILITY PERFORMANCE

SITE DESIGN AND LAYOUT (BEC)

1. The Lessee will ensure that any improvements, additions, modifications, alterations or changes to the shack on the Leased Area:
   i. Comply with and are maintained according to these Lease conditions; and
   ii. Comply with and are maintained to the City of Karratha health standards and receive the approval firstly of the Lessor and then the City of Karratha.

MAINTENANCE OF NATURAL ECOLOGY (NEC)

2. Within the first year of the Commencement Date and for the duration of the Term, the Lessee will develop and implement a weed management program to include:
   i. Introduction and monitoring compliance with protocols for the prevention of the introduction of non-endemic plant species (including inspection and wash down of vessels, inspection of supplies at delivery and storage phases);
   ii. Education of Members and Guests, employees, agents and contractors in the inspection for and disposal of weed seeds;
   iii. Annual weed monitoring (including formal assessment of weed status) of the area; and
   iv. Weed eradication using the Department's approved methods.

3. The Lessee will:
   i. Plant only indigenous vegetation in or around the Leased Area after consultation and approval of the Regional Manager prior to planting any vegetation;
   ii. In consultation with the Regional Manager, rehabilitate areas within and adjacent to the area and revegetate areas not utilised for structures, services and facilities or access areas;
   iii. Assist the Department in its programs of weed eradication and land rehabilitation of the area (planting and maintenance of endemic species) at the request of the Regional Manager; and
iv. Not allow any employee, agent, contractor, Members and Guests to bring any animal on to the Leased Area or the Reserves.
v. Not feed or allow any employee, agent, contractor, Members and Guests to feed animals in the Reserves and encourage the containment of rubbish and food scraps in sealed bins.

EROSION, SOIL LOSS, COMPACTION AND VEGETATION DAMAGE (NEC)

4. The Lessee will ensure that the accommodation component of the Lease is limited to the footprint only and that no disturbance to vegetation or landforms outside the designated area occurs through the provision of sensitive design, education or signage. The Lessee will control grass growth within the area to the satisfaction of the Regional Manager.

5. The Lessee will monitor and manage (including to take actions to prevent, limit and remedy) soil loss, compaction and erosion in the area. The Lessee will ensure that:
   i. Site design and layout controls pedestrian impact and avoids compaction under trees; and
   ii. In the event of any soil loss, compaction or erosion of the area, remedial action is undertaken immediately with the approval of the Regional Manager.

WATER USE (NEC) & WASTE WATER (BEC)

6. The Lessee will:
   i. Ensure effluent and waste water is treated to best possible standards before leaching occurs in accordance with the City of Karratha requirements and approvals; and
   ii. Ensure that only sub surface disposal of treated waste water occurs.

SOLID WASTE (NEC) & WASTE STORAGE AND DISPOSAL (BEC)

7. The Lessee will:
   i. Develop a collection process for recyclable materials;
   ii. Store and transport waste in a manner that prevents vermin, odour and spillage; and
   iii. Ensure that all inorganic solid waste is transported out of the Reserves as required or as directed by the Regional Manager. Waste must be disposed of at a licensed facility and where possible at a recycling facility.

TOILET FACILITY STANDARDS (BEC)

8. The Lessee will:
   i. ensure all toilet facilities are maintained to the standard as specified by the City of Karratha Environmental Health Services;
   ii. ensure all waste water disposal is in accordance with the City of Karratha Environmental Health Services specifications for the area.
ENERGY CONSUMPTION (NEC) & METHOD OF ENERGY CONSUMPTION (BEC)

9. The Lessee will:
   i. Within the first year of the Term and for the duration of the Lease, develop and implement a policy to minimise and annually reduce non-renewable energy consumption, maximising use of renewable energy sources; and
   ii. Only use energy efficient appliances and lighting equipment and minimise the use of high energy use appliances.

ENVIRONMENTAL STEWARDSHIP (NEC)

10. The Lessee will:
   i. Minimise, manage and monitor the operation's environmental impact;
   ii. Keep records and supply information to the Department on any matter it requests;
   iii. Report incidence of damage or risk within the Reserves;
   iv. Actively and cooperatively participate in any research associated with the operation or the Reserves;
   v. Support and assist the Department with the rehabilitation and repair of any infrastructure within the area; and
   vi. Support the Department in emergency situations with the provision of resources at the request of the Regional Manager.

LIGHT SPILL (NEC)

11. The Lessee will:
   i. Except in an emergency or with the approval of the Regional Manager, not use floodlights in the Leased Area;
   ii. Provide a lighting plan for approval by the Regional Manager to contain lighting to within 10 metres outside the boundary of the Leased Area.

NOISE LEVELS (NEC)

12. The Lessee will within the first year of the Lease and for the duration of the Lease, implement noise reduction measures on generators.

CHEMICAL/FUEL STORAGE AND HANDLING (BEC)

13. The Lessee will:
   i. Display a commitment to using environmentally sensitive products wherever possible;
   ii. At all times, store chemicals in a designated locked structure and store fuel in a designated signed location;
   iii. Dispose of chemicals outside the Reserves in an environmentally appropriate manner and as required by law.
   iv. Ensure signage and storage complies with Australian Standards and the Dangerous Goods Safety (Storage and Handling of Non-explosives) Regulations 2007 and the Worksafe Guidance Note; and
   v. At all times, have spill response equipment and spillage recovery equipment in place in accord with the Dangerous Goods Safety (Storage and Handling of Non-explosives) Regulations 2007.
CULTURALLY SENSITIVE BEHAVIOUR (SEC)

14. Within the first year of the Lease and for the duration of the Lease, the Lessee will develop and deliver educational and interpretation materials (where appropriate) for the Lessee’s employees, agents, contractors, Members and Guests on the following matters (including on-site verbal and written communications and signage) and incorporate these into an information manual:
   i. Major environmental issues at the area and those affecting the Reserves (erosion, soil loss, compaction and vegetation damage);
   ii. Local ecological conditions, Indigenous culture and low impact nature based tourism principles developed in consultation with local Indigenous people;
   iii. Responsible behaviour in the natural environment developed in consultation with the Regional Manager;
   iv. Waste management, minimising packaging in the Reserves and solid waste reduction issues, initiatives and methods;
   v. Waste water minimisation;
   vi. Recycling initiatives and appropriate use of toilets and ablution facilities to minimise water use;
   vii. Culturally sensitive behaviour; and
   viii. Any risks in the Reserves and all safety rules.

SAFETY EQUIPMENT AND PROCEDURES (SEC)

15. The Lessee will have, at all times:
   i. Access to communal fully functioning emergency communication equipment;
   ii. Access to communal basic search and rescue, incident and emergency protocols, contingency plans for emergency situations and a management plan for high risk activities;
   iii. First aid equipment on site;
   iv. Visible signage indicating the location of fire extinguishers, fire blanket and first aid kit.

CONTENT OF MARKETING MATERIAL (SEC)

16. On all promotional material the Lessee will provide background information on sustainability principles in natural areas, and will provide accurate descriptions of all features of the facilities and level of service, and park features.

OTHER OPERATIONAL REQUIREMENTS

17. Pay fees and charges promptly.
DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION INC.
(DARDA)

SHACK MANAGEMENT PLAN

AUGUST 2017

<table>
<thead>
<tr>
<th>Rev</th>
<th>Author</th>
<th>Date</th>
<th>Comments</th>
<th>Approved By</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>-</td>
<td>20/12/10</td>
<td>Draft Preliminary issued</td>
<td>DARDA</td>
<td>-</td>
<td>20/12/10</td>
</tr>
<tr>
<td>1</td>
<td>L. McGrath</td>
<td>27/03/17</td>
<td>Revised - New Lease Agreement</td>
<td>DARDA</td>
<td>-</td>
<td>27/03/17</td>
</tr>
<tr>
<td>2</td>
<td>L. McGrath</td>
<td>10/05/17</td>
<td>Minor Amendments</td>
<td>DARDA</td>
<td>-</td>
<td>10/05/17</td>
</tr>
<tr>
<td>3</td>
<td>T. Nuttall</td>
<td>21/08/17</td>
<td>Minor Amendments</td>
<td>DARDA</td>
<td>-</td>
<td>21/08/17</td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS

1. SCOPE AND PURPOSE .......................................................................................................................... 3
2. OBJECTIVES ............................................................................................................................................. 3
3. HISTORY .................................................................................................................................................... 3
4. LEASE IMPLEMENTATION AND MANAGEMENT .................................................................................. 4
   4.1. SITE DESIGN AND LAYOUT ............................................................................................................. 4
   4.2. MAINTENANCE OF NATURAL ECOLOGY ...................................................................................... 4
   4.3. EROSION, SOIL LOSS, COMPACTION AND VEGETATION DAMAGE .................................................. 5
   4.4. WATER USE AND WASTE WATER .................................................................................................. 6
   4.5. SOLID WASTE, WASTE STORAGE AND WASTE DISPOSAL ............................................................ 6
   4.6. STANDARDS FOR TOILET FACILITIES ......................................................................................... 6
   4.7. ENERGY CONSUMPTION AND METHOD ....................................................................................... 6
   4.8. ENVIRONMENTAL STEWARDSHIP .................................................................................................. 6
   4.9. LIGHTING SPILL .............................................................................................................................. 7
   4.10. NOISE .............................................................................................................................................. 7
   4.11. CHEMICAL AND FUEL STORAGE AND HANDLING ................................................................. 7
   4.12. CULTURALLY SENSITIVE BEHAVIOUR ....................................................................................... 7
   4.13. SAFETY EQUIPMENT AND PROCEDURES .................................................................................. 8
   4.14. MARKETING MATERIAL ................................................................................................................ 8
   4.15. OTHER OPERATIONAL REQUIREMENTS ...................................................................................... 9
5. APPENDICES ........................................................................................................................................... 9
1. **SCOPE AND PURPOSE**

The Dampier Archipelago Recreational Dwellers Association Inc. (DARDA) have developed this Shack Management Plan to set out the management requirements of the 32 shacks within its association, in accordance with the Department of Biodiversity Conservation and Attractions – Parks and Wildlife Service (DBCA) Licence HQ69077DA conditions.

Additionally, the management plan has been developed in support of DARDA's application for a longer term 15 year lease with 15 year option, or as negotiated during the term of the current licence. This current management plan has now been developed in support of DARDA's application for a longer term 21 year lease with 21 year option.

The DARDA Shack Management Plan is a working document aimed to capture key processes and improvements. The document shall be reviewed at key milestones to ensure it remains relevant.

The Shack Management Plan (Revision 0) has been revised in line with the new Department of Parks and Wildlife Lease 2303/100. Pending DBCA's approval of this revised Shack Management Plan (Revision 2), this document supersedes all previous versions.

2. **OBJECTIVES**

DARDA acknowledge that it is a privilege to acquire and retain land leases for shacks on conservation estate and are committed to providing an ongoing high standard of management. Our objectives, as stated in the DARDA Constitution, are as follows:

- To establish a harmonious and productive relationship with the regulatory authorities who have influence over the archipelago (DBCA, City of Karratha CoK and Department of Indigenous Affairs DIA).
- To represent the DARDA members with the government and government bodies to secure licences, leases and rights.
- To protect and maintain the environment of the archipelago.
- To promote the archipelago for the good of the whole community.

3. **HISTORY**

The history of DARDA is summarised below:

- **Pre-1980** – Squatter shacks were scattered all over the Dampier Archipelago. The Department of Conservation and Land Management (CALM) surveyed the islands to find suitable recreation sites for cabins that had minimal impact on the local environment. Three bays were chosen.
- **1980 to 1983** – Shack owners were notified that CALM would be taking over responsibilities of the management of the shacks and allocated sites to the individual squatters and individual licences were issued to each of the shack owners. These
licences were not transferable and were issued on an annual basis. The owners had to be from the Roebourne shire (now City of Karratha) to qualify.

- 1983 – The minister stated that no more individual licences were going to be issued to the remaining available sites.
- 1991 – DARDA group was formed.
- 1995 – DARDA developed and implemented the constitution.
- 1996 – Warren Britts took over as President of DARDA and Fran Stanley took over the management of the shacks for CALM. Both parties worked hard to resolve the issue of the past and a new era of good will was created that exists to the present day.
- 2000 – CALM issued a single 5 year licence directly to DARDA that incorporated all the shacks. DARDA then took on the responsibility to manage the day to day running of the shacks. Since this time CALM and now DEC have encouraged DARDA to upgrade the existing shacks.
- 2005 to 2009 – A series of smaller tenure licences were issued to attempt to align to the marine park 10 year plan. DARDA and CALM/DEC continued a close and open relationship. Annual inspections have occurred with DARDA enforcing the rules and regulations that CALM/DEC have requested.
- 2009 – DEC proposed a 15 year licence at the 2009 DARDA Annual General Meeting. DARDA was encouraged to assist the DEC to write a management plan for the shacks.
- 2010 – DEC issued a 6 year licence with specific requirements to bring the shacks up to the relevant building and health standards. In good faith DEC and DARDA continue to work on the 15 year lease which will integrate into the 6 year licence.
- 2016 – In late 2016, the Department of Parks and Wildlife (DPaW) developed a draft lease of 21 year term, with 21 year option.
- 2017 – DARDA revised the Shack Management Plan to bring it in line with the above draft lease (21 + 21 year lease option/agreement).

4. LEASE IMPLEMENTATION AND MANAGEMENT

4.1. Site Design and Layout
DARDA will make best endeavours to ensure that any improvements, additions, modifications, alterations or changes to the shacks are in compliance with and maintained to the lease conditions and the City of Karratha health standards, where approval is firstly sought from DBCA and then CoK.

4.2. Maintenance of Natural Ecology
DARDA will work towards developing and implementing a Weed Management Plan within the first year of commencement of the lease. The Weed Management Program will include:
• Introduction and monitoring compliance with protocols for the prevention of the introduction of non-endemic plant species, including inspection and wash down of DARDA member and visitor vessels, inspection of supplies at delivery and storage phases.
• Education of all persons, inclusive of DARDA members, visitors, employees, contractors or agents, in the inspection for and appropriate disposal of weed seeds.
• The annual weed monitoring program with formal assessment of weed status of the area.
• Conducting weed eradication using DBCA approved methods.

Additionally, DARDA will ensure that:
• Only indigenous plant species are planted in or around the shacks following approval of DBCA Pilbara.
• Rehabilitate areas within and adjacent the shacks that are not utilised for structures, services, facilities or access, in consultation with DBCA Pilbara.
• Assist DPaw in its programs of weed eradication and land rehabilitation for the area, including planting and maintenance of endemic species, at the request of DBCA Pilbara.
• Not allow any person, whether a DARDA member, their visitor, employee, contractor or agent to bring any animal on to the shack lease area or the reserve.
• Not allow any person, whether a DARDA member, their visitor, employee, contractor or agent to feed animals in the reserves, including ensuring the appropriate disposal of food scraps in sealed and secure containment bins.

4.3. Erosion, Soil Loss, Compaction and Vegetation Damage
DARDA will make all efforts to ensure that the accommodation component of the lease is limited to the footprint only and that no disturbance to vegetation or landforms outside the designated area occurs, through the provision of sensitive design, awareness/education and/or signage as appropriate.

DARDA will use its best endeavours to control any grass growth within the lease area to the satisfaction of DBCA Pilbara.

DARDA will monitor and manage, including taking actions to prevent, limit and remedy, soil loss, compaction and erosion in the area. This will include a review to ensure that improvements are made towards ensuring that:

• The site design and layout gives consideration to controlling pedestrian impacts and avoids compaction under existing trees.
• Remedial action is undertaken in a timely manner and with the approval of DBCA Pilbara to remedy any soil loss, compaction or erosion that may have occurred in the area.
4.4. Water Use and Waste Water

DARDA understands that waste water carries a range of organic matter and pathogens (bacterial, viral and parasitic) that can adversely affect human health and that appropriate and approved disposal methods are necessary to mitigate the risk of direct or indirect contact and contamination.

DARDA members were required to standardise all waste water systems by 30th June 2013, as set out in the DARDA Waste Water Guidelines (01/11/2012).

DARDA members will ensure that only sub surface disposal of treated waste water occurs and that all waste water and effluent are treated to the best standards before leaching occurs and in accordance with the CoK’s requirements and approvals.

4.5. Solid Waste, Waste Storage and Waste Disposal

DARDA will ensure that all inorganic solid waste is removed from the reserves as required or at regular intervals for disposal at an appropriate licensed facility.

DARDA aim to develop a collection process for recyclable materials, to enable recyclable waste to be removed to an appropriate recycling facility.

Prior to removal from site, all waste will be appropriately stored in a manner that prevents vermin, odour, spillage or fugitive/ windblown waste. Similarly, transportation of the waste off site shall ensure that all waste is appropriately contained and secured.

4.6. Standards for Toilet Facilities

DARDA will ensure that the toilet facilities are maintained to a clean and tidy standard that complies with the CoK Environmental Health Services. Further that the waste water disposal is in accordance with the CoK Environmental Health Services specifications for the area. Refer to Section 4.4 above.

4.7. Energy Consumption and Method

DARDA will work towards developing and implementing a policy to minimise and annually reduce non-renewable energy consumption and to maximise the use of renewable energy sources.

DARDA will make all efforts to have the policy implemented within the first year of the lease. The policy will include the use of energy efficient appliances and lighting equipment and minimising the use of high energy use appliances.

4.8. Environmental Stewardship

DARDA aims for improvement in environmental stewardship through:

- Minimising, managing and monitoring environmental impacts of the shacks.
- Reporting any reserve damage or risk of damage in a timely manner.
• Actively and cooperatively participating in any research that may be associated with the shacks or reserves.
• Supporting and assisting DBCA with the rehabilitation or repair of any infrastructure within the area.
• Supporting DBCA in emergency situations with the provision of resources, when requested by DBCA Pilbara.
• Keeping environmental records and supplying them to DBCA when requested.

4.9. Lighting Spill
DARDA will commence working on a lighting plan for the shacks to contain lighting to within 10 meters outside the boundary of the lease area. The lighting plan will be submitted to DBCA Pilbara for approval prior to implementation.

The lighting plan will outline that flood lights are restricted in the lease area, unless an emergency situation or safety situation warrants their use or where prior approval has been sought and provided by PBCA Pilbara.

4.10. Noise
DARDA will commence working towards developing noise reduction measures on the use of generators at the shacks. DARDA aim to implement these measures within the first year of the lease.

4.11. Chemical and Fuel Storage and Handling
DARDA is committed to using environmentally sensitive products wherever possible at the shacks and will actively promote their use moving forward.

DARDA will ensure that all chemicals are stored in a locked structure and all fuel is stored in a designated and signposted location. The signage and storage will comply with Australian Standards and the Dangerous Good Safety (Storage and Handling of Non-explosives) Regulations 2007 and the Worksafe Guidance Note. Additionally, DARDA will ensure that spill response and recovery equipment is available at the location in good working order in accordance with the Dangerous Goods Safety (Storage and Handling of Non-explosives) Regulations 2007. All chemicals shall be appropriately disposed of outside the reserves in a legally conforming and environmentally appropriate manner.

4.12. Culturally Sensitive Behaviour
DARDA are committed to providing education materials for members, visitors, employees, contractors and agents at the shacks. DARDA will commence developing these education materials upon commencement of the lease with full implementation/roll-out within 12 months of the approved lease. These educational and interpretation materials will be in the form of an Information Manual, on site verbal communications (induction) and signage, where appropriate. Specifically, the Information Manual will include:
• The local ecological conditions, the Indigenous culture and the Heritage listing of the islands. It will further include the low impact and nature based tourism principles that are developed in consultation with the local Indigenous people and the obligations that exist in relation to the Commonwealth Heritage listed areas.

• Sustainability principles in natural areas.

• Any significant environmental issues that exist in the area, including those which affect the wider reserve, such as erosion, soil loss, compaction and vegetation damage.

• Any specific risks of the reserve and safety rules.

• Appropriate and culturally sensitive behaviour.

• Environmentally responsible behaviour, developed in consultation with the Regional Manager.

• Water and waste water minimisation.

• Appropriate use of toilet and ablution facilities.

• Waste management and minimisation, including solid waste reduction issues, initiatives and methods.

• Recycling initiatives.

• Safety, emergency and cyclone information.

4.13. Safety Equipment and Procedures

DARDA will undertake a full review of the emergency response status for the area, and then commence developing an Emergency Response Plan. Currently all shack display the emergency contact details for the town of Karratha. This plan will be developed in a timely manner and cover the following aspects:

• Communal emergency communication equipment and location.

• Communal search and rescue.

• Risk assessment to identify and mitigate high risk activities.

• Incident management.

• Emergency response.

• Cyclone preparation and procedure.

• Contingency plans.

• The location of first aid equipment on site, such as fire extinguishers, fire blankets and first aid kits.

• The appropriate signage of the above first aid devices.


DARDA will ensure that the Information Manual and any other promotional material will include a background on sustainability principles in natural areas. It will provide accurate descriptions of the facility features, level of service and reserve.
4.15. Other Operational Requirements
DARDA will ensure that all applicable fees and charges are promptly paid as required.

5. APPENDICES
APPENDIX 1  -  DARDA Constitution
APPENDIX 2  -  DARDA Membership / Owner Details
APPENDIX 3  -  Lease No. 2303/100
APPENDIX 4  -  DARDA Guidelines for Shack Public Usage
APPENDIX 5  -  DARDA Cyclone Evacuation Plan
APPENDIX 6  -  DARDA / DBCA Construction Procedure
APPENDIX 7  -  DARDA Shack Tenancy Sheet / Record Sheet (Sample)
APPENDIX 8  -  DARDA Environmental Policy
APPENDIX 9  -  Dampier Archipelago Nature Reserves/ Section 5(g) Reserves Management Plan Issues Paper
APPENDIX 10 -  Dampier Archipelago Island Reserves Information Guide
APPENDIX 11 -  Dampier Archipelago Environmental Weed Information
APPENDIX 12 -  SHACK INSPECTION REPORT (Sample)
APPENDIX 13 -  DBCA Quarantine Management Dampier Archipelago Island Reserves
APPENDIX 14 -  DARDA Waste Water Guidelines 01/11/2012
APPENDIX 1 - DARDA CONSTITUTION
The name of the Association is "Dampier Archipelago Recreational Dwellers Association".

The objects of the Association are:

a. To establish a harmonious and productive relationship with regulatory authorities who have influence over the archipelago.

b. To represent the Members with the Government and Governmental bodies to secure licenses/leases and rights.

c. To protect and maintain the environment of the archipelago.

d. To promote the archipelago for the good of the total community.

The Members of the Association shall be-

(a) Ordinary Members

Those persons eligible for Ordinary membership shall be the named license/lease holder or nominee of the licensee/lease holders (one per license/lease)

(b) Associate Members

(a) Person nominated by a license/lease holder.

(b) Members of a club holding a license or lease in the Archipelago.
(c) **Honorary Membership.**

The Committee of the Association may admit to Honorary Membership of the Association persons or organisations who have similar interests or objectives to DARDA in the Dampier Archipelago.

4. **ENTRANCE FEES AND SUBSCRIPTIONS**

The Members shall pay such entrance fees and subscriptions to the Association as shall from time to time be fixed by the By-laws of the Association. The Committee has power to remit any entrance fee or subscription or any part thereof.

5. **cessation of membership**

A Member shall cease to be a Member of the Association:

(a) In written resignation, or death;

(b) On ceasing to be a licensee/lease holder, registered partner or member of an associated Club in a license or lease in the Dampier Archipelago.

(c) Should any Member's subscription or other money due to the Club remain unpaid for two months, that fact shall be notified to such Member and should the amount due remain unpaid for one month after such notice, the Committee may strike said Member off the books, when said Membership shall cease, unless in consequence of said Member being absent from Western Australia, or for any other sufficient reason, the Committee may think proper to extend the time allowed for payment or to remit the whole or a portion of the sum due.

(d) By a resolution of the Committee of the Association, to determine said Membership, passed in accordance with the Rules of the Association, or time being in force in that behalf:

(e) Should any licensee or Leaseholder or Associate not comply with the objectives and ideals of the Association they shall be excluded membership of the Association.

Provided always -

(1) That not less than seven days notice of intention to propose the resolution be given to each Member of the Committee.

(2) The Rules may provide for an appeal from each decision by the Member and his/her nominee or seconder.
6. OFFICERS AND COMMITTEE

a. A President and Secretary/Treasurer will be elected at the AGM each year.

b. 2 representatives each Drumbles Marsh, King's Bay and Whalers Bay, 1 representative bay on Endenby side of West Lewis and 1 representative each King Bay Game Fishing Club and North West Game Fishing Club will be appointed by the license holders, leaseholders or their nominee.

7. MANAGEMENT

a. The sole management of the Association shall be in the hands of the Committee who shall be Ordinary Members, which shall consist of President, Secretary/Treasurer, and 7 additional Ordinary Members (subject to conditions of Article 6) to be appointed at the Annual General Meeting.

b. The Committee shall hold periodical meetings, and minutes of all resolutions and proceedings of such Committee be entered in the book or similar provided for such purpose.

c. Five shall form a quorum.

d. The Committee may appoint sub-committees constituted by Members who may or may not be Committee members and may delegate power to act. Every sub-Committee shall report and be responsible to the Committee. Each sub-Committee must be chaired by a Member of the Association Committee.

e. Any casual vacancy occurring on the Committee may be filled by the committee. Any person appointed to fill a casual vacancy shall hold office until the next Annual Meeting.

8. RULES

The Rules of the Association shall be as hereinafter specified and no alteration or addition thereto may be made unless approved by 75% of the Members present and entitled to vote at an Annual General Meeting or a Special General Meeting after the notice of motion has been given.
9. **VOTING**

Each Ordinary Member will be allocated 1 (one) vote, in the event of a drawn vote the President shall have the casting vote.

10. **ANNUAL GENERAL MEETING**

a. The Annual General Meeting shall be held at a nominated local venue in the month of August.

b. Notice of Motion of any resolution (other than ordinary business as defined in the Rules) and any nomination of candidate shall be sent to the Secretary not later than two weeks preceding, and the Secretary shall, four weeks preceding such meeting, send a reminder to this effect to each Ordinary and Association Member.

c. All Notices of Motion and nominations received by the Secretary shall forthwith be posted on the Association Notice Board and shall there remain until the meeting. The removal of any notice or nomination shall not invalidate such notice or nomination but any notice or nomination so removed must be replaced with a copy thereof by the Secretary after discovery of removal. In the case of Notice of Motion, the Secretary shall give at least seven days notice in writing to each Ordinary, Association Member of the Motion or the purpose of the Motion.

d. Accidental omission to send or delay in sending any notice or non-receipt of any notice will not invalidate any meeting, nomination, resolution or election.

11. **GENERAL MEETINGS**

a. The quorum at a General Meeting shall be ten (10) Ordinary members and in the event of there being no quorum the President, or if no President, the Secretary, shall adjourn the meeting to such time, date and place as deemed fit. The quorum at any adjourned meeting shall be ten (10) Ordinary members.

b. The majority necessary to carry a resolution in ordinary General Meetings shall be a simple majority of those present and entitled to vote subject to Article 9,
12. SPECIAL GENERAL MEETINGS

a. Upon authority being given by the Committee or by a requisition made and signed by at least ten (10) Ordinary Members entitled to attend the vote at General Meetings stating the subject or subjects intended to be discussed, the Secretary shall call a Special Meeting of the Association. In all cases the subject matter to be discussed shall be set out in the form of a Notice of Motion.

b. Such meeting shall be convened by the Secretary for the consideration of such subject or subjects only not later than 28 days after such authority or requisition (as the case may be); and at least seven days notice in writing of such meeting and Notice of Motion or the purport thereof shall be given to each Ordinary and Associate Member. Accidental omission to notify a member in due time or at will not render void such meeting or resolution.

c. All Notices of Motion received by the Secretary shall forthwith be posted on the Association Notice Board and shall there remain until after the Meeting. The removal of any notice or nomination shall not invalidate such notice or any resolution which may be subsequently carried by any notice so removed must be replaced with a copy thereof by the Secretary after discovery or removal.

d. The quorum for any such meeting shall be ten (10). Should insufficient Members attend to form a quorum within 30 minutes of the time affixed for such meeting, then the meeting shall lapse.

e. The majority necessary to carry a resolution at the special adjourned General Meeting shall be a simple majority of those present and entitled to vote subject to Article 9.

f. Only financial Ordinary Members shall be entitled to attend and vote at Special General Meetings but any accidental breach of this article will not invalidate any election or resolution.

13. CHANGE OF CONSTITUTION AND RULES

This Constitution and any part thereof may be altered or repealed or a new Constitution may be made at the Annual General Meeting or at a Special General Meeting summoned for the purpose subject to compliance with Articles 10 or 12 hereof as the case may be EXCEPT that the Resolution shall be carried by a simple majority of those present and entitled to vote.
14. **Dissolution**

a. On application made in writing to the Committee by twenty members entitled to attend and vote at General Meetings, signifying their desire that the Association should be dissolved, a Special General Meeting shall be called to consider the question. At such meetings votes by proxy will be received and votes of at least 75% of the Members voting in person or by proxy will be necessary to carry the proposition for dissolution.

b. In the event of a resolution being carried the assets of the Association shall be realised and liabilities be paid. Any balance remaining after the satisfaction of all debts and liabilities of the Association and the costs, charges and expenses of that dissolution shall be distributed:

   a) to another incorporated association having objects similar to those of the Association; or
   
   b) for charitable or benevolent purposes, which incorporated association or purposes, as the case requires shall be determined by resolution of the members when authorising and directing the Committee under section 33(3) of the Act to prepare a distribution plan for the distribution of the surplus property of the Association.

15. **finance**

a. After providing for all expenses and payment considered by the Committee to be necessary or desirable, the balance of the funds of the Association may be utilised or shall within such manner as the Association may determine for the furtherance of the objects of the Association. The Association shall open a Bank Account in its name. All cheques drawn on the Association account will be signed by any two of the following officers: President, and/or Secretary/Treasurer plus one committee member.

b. The income and property of the Association whencesoever derived shall be applied solely towards the promotion of its objects as set forth in this Constitution and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever to its members providing that nothing herein shall prevent the reimbursement of expenses in good faith to any officer or servant of the Association for services rendered to the Association.

c. An audited financial statement shall be presented at the AGM each year.

16. **Common Seal**

The Common Seal of the Association engraved with the name of the Association shall be kept in the care of the President. The seal shall not be used or affixed to any deed or other document except pursuant to a resolution of the Committee in the presence of either the President or Secretary/Treasurer who shall subscribe their name as witness.
17. **SECRETARY/TREASURER**

The Secretary/Treasurer of the Association shall:

a. Keep a true record of the proceedings of all meetings which record after confirmation at a subsequent meeting shall be prima facie evidence of the truth of the matter stated in such record.

b. Attend all meetings of the Association and keep the records and minutes thereof.

c. Receive all letters and applications addressed to the Association.

d. Arrange all business for the consideration of the Association.

e. Give notice of all meetings of the Association.

f. Conduct the correspondence of the Association.

g. Preserve the books, documents, records and papers of the Association.

h. Keep the roll of members and any other books of record which may be required or the Committee may direct.

i. Receive all monies of the Association and issue receipts for same.

j. Pay all accounts when passed for payment by the Committee.

k. Keep a true record of all financial transactions.

l. Compile a statement of receipts and payments for the current year and submit to the Annual Meeting.

18 **INSPECTION OF RECORDS, ETC. OF ASSOCIATION**

A member may at any reasonable time inspect without charge the books, documents, records and securities of the Association.

I hereby certify the foregoing to be a true and correct copy of the Constitution of the Dampier Archipelago Recreational Dwellers Association.

Signed (President) ________________

Signed (Secretary) ________________

Dated __________________________
APPENDIX 2 - DARDA MEMBERSHIP

LEGEND:
- KCWL: Keogh's Cove, West Lewis
- BMWL: Brumbles Marsh, West Lewis
- WBMI: Whalers Bay, Malus Island
- NEEL: North East, East Lewis
- SWEL: South West, East Lewis
- SWWL: South West, West Lewis
<table>
<thead>
<tr>
<th>Shack Reg. Number</th>
<th>P.O.</th>
<th>Owners</th>
<th>Address</th>
<th>Email</th>
<th>Telephone</th>
<th>Mobile</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAVIE 1</td>
<td>1</td>
<td>Ratcliff, Sallie</td>
<td>301 Maywood Dr.</td>
<td>301 Maywood Dr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>Smith, John</td>
<td>1200 Maple Ave.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>Anderson, Peter</td>
<td>400 E. Main St.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAVIE 2</td>
<td>4</td>
<td>Thompson, John</td>
<td>900 Oak St.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>Johnson, Steve</td>
<td>800 Maple Ave.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>Brown, Jane</td>
<td>700 Oak St.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>7</td>
<td>White, Susan</td>
<td>600 Maple Ave.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8</td>
<td>Clark, Mark</td>
<td>500 Oak St.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9</td>
<td>Davis, Michael</td>
<td>400 E. Main St.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>Johnson, John</td>
<td>300 Oak St.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The table continues with more entries, but they are not fully visible in the image provided.
APPENDIX 3 - LEASE No, 2303/100
APPENDIX 3

INTENTIONALLY

NOT

ATTACHED
APPENDIX 4 - DARDA Guidelines for Shack Public Usage
SHACK USE BY GENERAL PUBLIC

The Licence agreement between DPAW and DARDA requires that the Association must have in place a set of guidelines for the general public to use the shacks.

The guidelines are as follows:

• Firstly, the person staying must be a DARDA Associate member. Membership is $330.00 per year.
• Must give a minimum 4 weeks’ notice of intended date(s) of stay.
• Must supply all fuel, food etc.
• Must have their own transportation to the island.
• The price per person per night is $70.00. These monies are payable directly to the shack owner(s) to assist with maintenance and upkeep of the shack.
• A $1000.00 bond shall be paid prior to the stay. The monies will be returned providing that there is no damage etc. This will be decided by the shack owner or shack owner’s nominated responsible person.
• A shack owner or responsible person nominated by the shack owner must be present during the stay.
• The person(s) staying must be a resident of the City of Karratha.
• The date(s) of stay must be mutually agreed by the shack owner and person wanting to stay at the shack.

Kind Regards

Clint Johnston
DARDA – President (2017)
APPENDIX 5 - DARDA CYCLONE EVACUATION PLAN

DARDA Cyclone Evacuation Plan

- **Note:** The shacks are not intended to be used as cyclone shelters by DARDA & must be evacuated on "Blue Alert"

**Cyclone Information**

- Cyclone season extends from 1 November to 30 April. When a cyclone approaches you should listen to your local radio station or monitor your television for cyclone information.

*The following link can be used for additional information:*


**Important Numbers**

- For Emergencies contact 000
  - **DAMPIER:**
    Police: 9183 1144
    Fire & Rescue: 9183 0593
    Medical: 9183 1333 / 9143 2333
    Water & Sewerage: 9143 5044
    Power: 9143 5432
  - **KARRATHA:**
    Police: 9143 7200
    State Emergency Service: 9144 1848
    Fire & Rescue: 9185 2580
    Ambulance: 9185 1222
    Hospital: 9143 2333
    Water & Sewerage: 9186 8222 / 9185 1672 (After Hours)

**Power Interruptions & Emergencies:** 13 23 51

**Cyclones**

- Tropical cyclones are a seasonally occurring natural hazard that cause considerable loss of life and material damage. In Australia, Cyclone Tracy caused the loss of 55 lives in Darwin on Christmas Day 1974. Five lives were lost when Cyclone Alby passed close to the south-west of WA in April 1978 and the most recent loss of life occurred at Onslow during Cyclone Bobby in 1995.
- The strongest cyclone ever to cross Australia’s coast (Severe Tropical Cyclone Vance) narrowly missed Karratha and Dampier in March 1999 but caused millions of dollars’ worth of damage to Onslow and Exmouth. Fortunately, there was no loss of life.
**Definition and Occurrence**

- A tropical cyclone is a circular rotating storm of tropical origin in which the mean wind speed exceeds 63 km/h (gale force). Gale force is the threshold speed at which a cyclone is named. Wind speeds in excess of 100km/h are common by the time a cyclone crosses the coast and higher wind speeds frequently occur. Tropical cyclones can occur at any time of the year, but they are very rare outside the cyclone "season" from the beginning of November to the end of April. They are usually most frequent in February and March.
- Once they cross the coast, cyclones tend to decay within 24 to 48 hours and the strong central winds die away. Dangerous flooding can occur as heavy rain falls from the decaying system.

**The Threat**

- Cyclones threaten life and property in 3 ways:
  1. Fluctuating wind pressure can weaken and possibly cause the collapse of buildings and other structures.
  2. Loose objects, such as patio furniture, rubbish bins, dog kennels or building material, become lethal wind borne projectiles that can cause severe structural damage to homes and kill or injure people in their path.
  3. Flooding, due to an abnormal rise in the level of the ocean (storm surge) caused by the cyclone or as a result of heavy rainfall in river catchments.

**Precautions**

As cyclones often adopt an erratic course, or suddenly change speed, it is important that you be aware of any changes at the earliest possible time. In order to do this, keep your radio tuned to the ABC or your local commercial station, WAFA, and listen for the most up-to-date cyclone information which is broadcast at regular intervals.

**Cyclone Watch Messages**

Cyclone Watch Messages are released every 6 hours whenever there is a possibility that a cyclone may produce gale force winds on the coast within the next 48 hours, but not before 24 hours.

**Shack Cyclone Season Preparation**

The cyclone season extends from 1st November to 30 April. Before this period the following should be undertaken:

- Is your shack prepared for a cyclone? Clear your shack of unwanted materials and rubbish.
- Store all BBQ's & outside furnishings when you leave.
- Ensure gutters to rain water tanks are functional to maximise water catchment and also increase weight in tank leading up to destructive winds.
- Become familiar with the following stages of the cyclone procedures.
Stage Blue

- A cyclone has formed and may affect the area within 48 hours. Strong winds are not yet a direct threat, however precautions should be taken. Check that all preparation activities have been undertaken.

- "Evacuate your shack" and return to the main land.

Stage Yellow

- Action: The cyclone is moving closer to the area and appears inevitable within 12 hours. High winds are likely to occur and all shacks should be evacuated.

Stage Red

- Shelter - A cyclone is imminent - destructive winds are likely to occur soon, all shacks should be evacuated.

All Clear

With Caution - The Red alert will continue for a period after the impact of the cyclone
APPENDIX 6 - DARDA / DBCA CONSTRUCTION PROCEDURE

**DARDA Procedure for Construction Approvals**

- Construction plans to meet Lease conditions (Lease No. 2303/100).
- Plans are to be submitted to the DARDA committee by shack owners.
- Plans will be discussed at the following DARDA committee meeting to confirm compliance and suitability to proceed.
- DARDA committee to send plans to DBCA for final approval.
- DBCA to advise DARDA of approval in a timely manner
- DARDA to advise the shack owners of approval
APPENDIX 7 - DARDA SHACK TENANCY SHEET (Sample)
<table>
<thead>
<tr>
<th>Fire extinguisher(s)</th>
<th>In working order</th>
<th>Y / N</th>
<th>Photo supplied</th>
<th>Y / N</th>
<th>Shack Number</th>
<th>July 1st 2016 - June 30th 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date(s)</td>
<td>Date</td>
<td>Total number of people staying in shack</td>
<td>Number of &quot;locals&quot; (people residing in the shacks of concerned)</td>
<td>Number of &quot;visitors&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-3 April 2016</td>
<td>20-Dec-16</td>
<td>4</td>
<td>2</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX 8 - DARDA ENVIRONMENTAL POLICY

**DARDA Environmental Policy**

**Objective**
- To protect and maintain the environment of the archipelago

**Key Values**
- Terrestrial and marine environment that offers varied recreational and educational opportunities and experiences in close proximity to the mainland.
- Its rich diversity and complexity of terrestrial and marine communities and habitats.
- Important habitat and breeding sites for five of the six species of marine turtle occurring in Western Australia;
- Significant breeding grounds and refuge sites for a variety of land, sea and shore bird species.
- Plant communities representative of the area's natural vegetation associations;
- Cultural significance to both indigenous and non-indigenous people and location of Indigenous and non indigenous heritage sites.

**Key Reference Documents & Alloment**
2. Dampier Archipelago Island Reserves Information Guide – Appendix 10
3. Lands and waters managed by DBCA brochure

**Specific Areas of Management Focus**
- Control of fire
- Weeds
- Feral animals
- Habitat degradation and rehabilitation
- Environmental monitoring and reporting arrangements
- Protection of Aboriginal and historic sites

**Implementation & Management**
- DARDA members & guests are expected to comply with the conditions and restrictions set out in the licence. Education & awareness is critical to the success of this.
- The DARDA Constitution & Shack Management Plan is the mechanism which DARDA uses to monitor conformance of the relevant conditions and restrictions as set out in the license.
• The DARDA Shack Management Plan is a working document aimed to capture key processes and improvements to continually secure licences/leases. The document will be reviewed annually with the DBCA to ensure it is relevant and up to date.

• DARDA are willing to contribute to the DBCA’s on-going community education and raise community awareness of the sensitivities and precautions that are necessary when visiting the islands of the Dampier Archipelago.

• Environmental communication & education packs will be issued to all DARDA members containing the following items:
  - Lease No. 23031/00
  - Dampier Archipelago Island Reserves Information Guide
  - Dampier Archipelago Environmental Weed Information

It will be requirement that a copy of these information packs be kept at each shack for reference and guests.

• The DBCA will be invited to the DARDA AGM to provide educational talks and briefings. Extraordinary meetings can be arranged on request of the DEC.

• DARDA will supply all the shacks with a new standard sign to be located on the front of each building. The sign content will be approved by the DBCA. Signage already exists on each shack but will be upgraded to cover all of the following items:
  - No fires
  - No Firearms
  - No Pets
  - Collection of Rubbish
  - Use of designated tracks
  - Environmental monitoring and reporting arrangements (who to call)
  - Protection of Aboriginal and historic sites

Governance & Inspection

• A formal DARDA shack inspection each year will be conducted and findings reported back to the DBCA to demonstrate that DARDA are managing the Shacks in accordance with the lease.

• The inspections will be facilitated and conducted by DARDA bay representatives.

• The pre cyclone season inspections will be facilitated and conducted by with the DBCA & DARDA, if required

• A Shack Inspection Report will be utilised to track improvement requests and progress.

DARDA members and guests will be encouraged to report any environmental problems or issues to the DARDA committee as they are found. DARDA will then communicate to the DBCA as appropriate; a log of these communications will be maintained by the DARDA Secretary.
APPENDIX 9 - DAMPIER ARCHIPELAGO NATURE RESERVES/ SECTION 5(g)
RESERVES MANAGEMENT PLAN ISSUES PAPER
Welcome to the second update about the progress of the new management plan for the Dampier Archipelago Islands. When finalised, the new plan will replace the existing management plan, which has guided CALM's management of the Islands since 1990.

There has been recent progress on the recommendation from the 1990 management plan to convert the four Dampier Archipelago nature reserves (comprising 25 Islands) into a single national park. Agreement was recently given by the Minister for State Development (formerly Minister for Mines), enabling the proposal to be pursued while the new management plan is being prepared. "National park" is considered appropriate for the Islands in recognition of their significant recreational values. It also affords protection for the Islands' historic, conservation and archaeological values. It is anticipated that the three recreation reserves (East and West Lewis Islands and part of Malus Island) will also become part of the national park once it has been created.

Fieldwork on European heritage sites in the Dampier Archipelago was undertaken late last year by the WA Maritime Museum and University of Western Australia, assisted by CALM. The report from this fieldwork is expected to provide guidance on how these heritage sites should be managed over the next 10 years. It is anticipated that copies of the heritage report will be available in the next month from Laurina Bullen (contact details below).

The Dampier Archipelago management plan is also being written with due consideration of the proposals for the Burrup Peninsula. Consultant Steve Szabo, is preparing a plan for the Burrup on behalf of the Wong-goo-di-co, the Agaluma Ngabadjabini and the Yaburara Manduwarra registered native title claimant groups. A steering committee, comprising representatives of the three groups, the Shire of Roebourne, CALM, and the Office of Native Title, has been set up to guide the preparation of the Burrup plan. Issues that need to be considered that will impact on the Dampier Islands plan include improved access to Conzinc Bay, construction of a visitor centre, improved boat launching facilities, the possibility of providing some form of accommodation, and protection and management of the area's archaeological heritage.

The circulation of this update is intended to stimulate comment and feedback for the draft management plan. It is anticipated that future updates will be circulated on an as needs basis during the planning process. Please advise if you wish to be removed from the mailing list for updates and further information.

Contact details:
Laurina Bullen, CALM Head Office, (08) 9334 0522, laurinab@calm.wa.gov.au or Janine Liddelow, CALM Karratha, (08) 9143 1488, janinell@calm.wa.gov.au
the Dampier Archipelago. This is a vast, barren and rocky area, all within a 64,000 km² area of Dampier. It is described as having exceptional natural beauty. The area is regularly visited by a variety of birds and animals, including some that are endangered. This makes the area a vital part of the rich biodiversity of the area.

Aboriginal Heritage

Many of the Aboriginal groups that live in the Dampier Archipelago are associated with the land, water, and wildlife. They have a strong connection to the land and have been using it for thousands of years. The area is rich in cultural heritage, with many sites of cultural significance.

European Heritage

The Dampier Archipelago is rich in European history. The area was first visited by Europeans in 1623, when the Dutch East India Company established a trading post. The area was later visited by William Dampier, who named it in honor of his employer. The area has since been visited by many other explorers and settlers, each leaving a unique mark on the landscape.

Our Pilbara Heritage

Aboriginal Heritage

Many of the Aboriginal groups that live in the area are associated with the land, water, and wildlife. They have a strong connection to the land and have been using it for thousands of years. The area is rich in cultural heritage, with many sites of cultural significance.

European Heritage

The Dampier Archipelago is rich in European history. The area was first visited by Europeans in 1623, when the Dutch East India Company established a trading post. The area was later visited by William Dampier, who named it in honor of his employer. The area has since been visited by many other explorers and settlers, each leaving a unique mark on the landscape.
Playing safe on the Pilbara Coast:

To ensure an enjoyable visit to the Dampier Archipelago, plan your trip and stay safe.

There are no facilities on the islands and little shade. Take plenty of water and be sun-safe.

The five-minute tidal range can be a challenge to navigation. Be advised that the currents can be strong and that sharp rocks and coral may be exposed at low tide. Be prepared for sudden changes in the weather and be aware of the tides and currents.

Always check the weather and tide charts and make sure you are familiar with the weather you intend travelling. Consult charts if required.

Always tell someone where you plan to go and when you intend to return. Update them if your plans change and tell them when you are safely back.

Make sure your sails are secure and that you have appropriate first aid.

Radio communications:
The only radio frequency monitored in the area is VHF 16 for distress and calling. The 27 MHz radio frequency is not monitored and is sometimes used for emergency purposes.

Keep clear of shipping:

The Pilbara is one of the worst areas for shipping accidents. There are many shipping accidents and ships are not always visible. Be aware of the shipping lanes and keep clear of them.

Recreational fishing:

To ensure you are fishing in a safe and responsible manner, follow the relevant Western Australia laws.

For more information on fishing laws, please refer to the Department of Fisheries website (www.fisheries.wa.gov.au) or contact your nearest Department of Fisheries office before going fishing. For more information on fishing, please visit www.fisheries.wa.gov.au.

What to do if you see a shark:

1. Keep calm and do not panic.
2. Keep your distance from the shark.
3. Report the sighting to the nearest authorities.
4. If the shark is in the water, move away from the water.
5. Report the sighting to the nearest authorities.
6. Keep your distance from the shark.
7. Report the sighting to the nearest authorities.
8. Keep your distance from the shark.
9. Report the sighting to the nearest authorities.
10. Keep your distance from the shark.
11. Report the sighting to the nearest authorities.
12. Keep your distance from the shark.
13. Report the sighting to the nearest authorities.
14. Keep your distance from the shark.
15. Report the sighting to the nearest authorities.
16. Keep your distance from the shark.
17. Report the sighting to the nearest authorities.
18. Keep your distance from the shark.
19. Report the sighting to the nearest authorities.
20. Keep your distance from the shark.
21. Report the sighting to the nearest authorities.
22. Keep your distance from the shark.
23. Report the sighting to the nearest authorities.
24. Keep your distance from the shark.
25. Report the sighting to the nearest authorities.
26. Keep your distance from the shark.
27. Report the sighting to the nearest authorities.
28. Keep your distance from the shark.
29. Report the sighting to the nearest authorities.
30. Keep your distance from the shark.
31. Report the sighting to the nearest authorities.
32. Keep your distance from the shark.
33. Report the sighting to the nearest authorities.
34. Keep your distance from the shark.
35. Report the sighting to the nearest authorities.
36. Keep your distance from the shark.
37. Report the sighting to the nearest authorities.
38. Keep your distance from the shark.
39. Report the sighting to the nearest authorities.
40. Keep your distance from the shark.
41. Report the sighting to the nearest authorities.
42. Keep your distance from the shark.
43. Report the sighting to the nearest authorities.
44. Keep your distance from the shark.
45. Report the sighting to the nearest authorities.
46. Keep your distance from the shark.
47. Report the sighting to the nearest authorities.
48. Keep your distance from the shark.
49. Report the sighting to the nearest authorities.
50. Keep your distance from the shark.
51. Report the sighting to the nearest authorities.
52. Keep your distance from the shark.
53. Report the sighting to the nearest authorities.
54. Keep your distance from the shark.
55. Report the sighting to the nearest authorities.
56. Keep your distance from the shark.
57. Report the sighting to the nearest authorities.
58. Keep your distance from the shark.
59. Report the sighting to the nearest authorities.
60. Keep your distance from the shark.
61. Report the sighting to the nearest authorities.
62. Keep your distance from the shark.
63. Report the sighting to the nearest authorities.
64. Keep your distance from the shark.
65. Report the sighting to the nearest authorities.
66. Keep your distance from the shark.
67. Report the sighting to the nearest authorities.
68. Keep your distance from the shark.
69. Report the sighting to the nearest authorities.
70. Keep your distance from the shark.
71. Report the sighting to the nearest authorities.
72. Keep your distance from the shark.
73. Report the sighting to the nearest authorities.
74. Keep your distance from the shark.
75. Report the sighting to the nearest authorities.
76. Keep your distance from the shark.
77. Report the sighting to the nearest authorities.
78. Keep your distance from the shark.
79. Report the sighting to the nearest authorities.
80. Keep your distance from the shark.
81. Report the sighting to the nearest authorities.
82. Keep your distance from the shark.
83. Report the sighting to the nearest authorities.
84. Keep your distance from the shark.
85. Report the sighting to the nearest authorities.
86. Keep your distance from the shark.
87. Report the sighting to the nearest authorities.
88. Keep your distance from the shark.
89. Report the sighting to the nearest authorities.
90. Keep your distance from the shark.
91. Report the sighting to the nearest authorities.
92. Keep your distance from the shark.
93. Report the sighting to the nearest authorities.
94. Keep your distance from the shark.
95. Report the sighting to the nearest authorities.
96. Keep your distance from the shark.
97. Report the sighting to the nearest authorities.
98. Keep your distance from the shark.
99. Report the sighting to the nearest authorities.
100. Keep your distance from the shark.
101. Report the sighting to the nearest authorities.
102. Keep your distance from the shark.
103. Report the sighting to the nearest authorities.
104. Keep your distance from the shark.
105. Report the sighting to the nearest authorities.
106. Keep your distance from the shark.
107. Report the sighting to the nearest authorities.
108. Keep your distance from the shark.
109. Report the sighting to the nearest authorities.
110. Keep your distance from the shark.
111. Report the sighting to the nearest authorities.
112. Keep your distance from the shark.
113. Report the sighting to the nearest authorities.
114. Keep your distance from the shark.
115. Report the sighting to the nearest authorities.
116. Keep your distance from the shark.
117. Report the sighting to the nearest authorities.
118. Keep your distance from the shark.
119. Report the sighting to the nearest authorities.
120. Keep your distance from the shark.
121. Report the sighting to the nearest authorities.
122. Keep your distance from the shark.
123. Report the sighting to the nearest authorities.
124. Keep your distance from the shark.
125. Report the sighting to the nearest authorities.
126. Keep your distance from the shark.
127. Report the sighting to the nearest authorities.
128. Keep your distance from the shark.
129. Report the sighting to the nearest authorities.
130. Keep your distance from the shark.
131. Report the sighting to the nearest authorities.
132. Keep your distance from the shark.
133. Report the sighting to the nearest authorities.
134. Keep your distance from the shark.
135. Report the sighting to the nearest authorities.
136. Keep your distance from the shark.
137. Report the sighting to the nearest authorities.
138. Keep your distance from the shark.
139. Report the sighting to the nearest authorities.
140. Keep your distance from the shark.
141. Report the sighting to the nearest authorities.
142. Keep your distance from the shark.
143. Report the sighting to the nearest authorities.
144. Keep your distance from the shark.
145. Report the sighting to the nearest authorities.
146. Keep your distance from the shark.
147. Report the sighting to the nearest authorities.
148. Keep your distance from the shark.
149. Report the sighting to the nearest authorities.
150. Keep your distance from the shark.
151. Report the sighting to the nearest authorities.
152. Keep your distance from the shark.
153. Report the sighting to the nearest authorities.
154. Keep your distance from the shark.
155. Report the sighting to the nearest authorities.
156. Keep your distance from the shark.
157. Report the sighting to the nearest authorities.
158. Keep your distance from the shark.
159. Report the sighting to the nearest authorities.
160. Keep your distance from the shark.
161. Report the sighting to the nearest authorities.
162. Keep your distance from the shark.
163. Report the sighting to the nearest authorities.
164. Keep your distance from the shark.
165. Report the sighting to the nearest authorities.
166. Keep your distance from the shark.
167. Report the sighting to the nearest authorities.
168. Keep your distance from the shark.
169. Report the sighting to the nearest authorities.
170. Keep your distance from the shark.
171. Report the sighting to the nearest authorities.
172. Keep your distance from the shark.
173. Report the sighting to the nearest authorities.
174. Keep your distance from the shark.
175. Report the sighting to the nearest authorities.
176. Keep your distance from the shark.
177. Report the sighting to the nearest authorities.
178. Keep your distance from the shark.
179. Report the sighting to the nearest authorities.
180. Keep your distance from the shark.
181. Report the sighting to the nearest authorities.
182. Keep your distance from the shark.
183. Report the sighting to the nearest authorities.
184. Keep your distance from the shark.
185. Report the sighting to the nearest authorities.
186. Keep your distance from the shark.
187. Report the sighting to the nearest authorities.
188. Keep your distance from the shark.
189. Report the sighting to the nearest authorities.
190. Keep your distance from the shark.
191. Report the sighting to the nearest authorities.
192. Keep your distance from the shark.
193. Report the sighting to the nearest authorities.
194. Keep your distance from the shark.
195. Report the sighting to the nearest authorities.
196. Keep your distance from the shark.
197. Report the sighting to the nearest authorities.
198. Keep your distance from the shark.
199. Report the sighting to the nearest authorities.
200. Keep your distance from the shark.

Caring for the Dampier Archipelago

- Carry only what you need on selected islands up to 10 km each day, depending on where you are.
- Keep a close eye on the area for signs of fresh tracks, and move on if necessary.
- Do not leave boats on the islands. Always take your marina or boat with you.
- Do not track any remaining signs on the islands. Keep clear of all areas that could affect the ecology of the islands. Please use a suitable gas stove.
- Keep pets off the islands - they are not suitable for food.
- Keep the islands free of trash and litter - they are not suitable for food.
- Do not pollute the islands.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
- Do not conduct fishing operations on the islands.
- Do not enter the islands. Be aware of potential dangers, such as marine life, and keep your distance.
Common Weeds on the Dampier Archipelago

Several environmental weed species are known from isolated sections in the planning area. Islands subjected to the greatest disturbances (e.g., shack leases) generally have correspondingly high concentrations of weeds.

Notable environmental weed species include buffel grass (*Cenchrus ciliaris*), kapok bush (*Aerva javanica*) and prickly pear (*Opuntia stricta*).

Buffel grass (*Cenchrus ciliaris*), kapok bush (*Aerva javanica*), prickly pear (*Opuntia stricta*).
<table>
<thead>
<tr>
<th>Condition</th>
<th>Action Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Condition</td>
<td>Satisfactory Y/N Y/N COMMENTS</td>
</tr>
<tr>
<td>Access Path</td>
<td></td>
</tr>
<tr>
<td>Structural condition</td>
<td></td>
</tr>
<tr>
<td>Signage</td>
<td></td>
</tr>
<tr>
<td>Other buildings/structures</td>
<td></td>
</tr>
<tr>
<td>Rubbish around linear stack</td>
<td></td>
</tr>
<tr>
<td>Weeds around linear stack</td>
<td></td>
</tr>
<tr>
<td>Fire Break (min 1m)</td>
<td></td>
</tr>
<tr>
<td>Equipment/gear tied down/secure</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>General Comments</td>
<td></td>
</tr>
</tbody>
</table>


APPENDIX 13

INTENTIONALLY

NOT

ATTACHED
NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.
NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.

LEASE No. 2303/100-BMWL-3

LEASE PLAN APPROVAL
LESSEE
WITNESS
LESSEE
WITNESS
SCALE 1 : 300

DPaW REGION
PILBARA
AREA
Abt 293.3m²

DPaW DISTRICT
N/A
DRAWN
C.J.LB 24/10/2016

LGA
CITY OF KARRATHA
CHECKED
R82-12-16

PLAN REF.
LANDGATE PLAN - DAMPIER-2256-4
FILE No.
2009/005125-1

ORTHO PHOTO
N/A
DATUM
GDA94; MGA Zone 50

West Lewis Island

LEASE No. 2303/100-BMWL-4

Un-Named
5(1)(h) Reserve
R 36909

West Lewis Island

NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.
LEASE No. 2303/100-BMWL-3

Lessee:

West Lewis Island

LEASE No. 2303/100-BMWL-4

Lessee:

Dampier Archipelago Recreational Dwellers Association

LEASE Plan Approval

Lessee:

Pilbara

Area:

Abt 262.0m²

Lessor:

N/A

Drawn:

CJLB 24/10/2016

Witness:

N/A

Checked:

R: 2/12/16

Plan Ref.:

LANDGATE PLAN - DAMPIER-2256-4

File No.:

2009/006125-1

Ortho Photo:

N/A

Datum:

GDA94; MGA Zone 59

Department of Parks and Wildlife
LEASE No. 2303/100-BMWL-5

NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.
West Lewis Island

Un-Named 5(1)(h) Reserve  
R 36909

West Lewis Island

NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.

LEASE No. 2303/100-BMWL-7

DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION

DPaW REGION: PILBARA  AREA: Abt 30.7m²
DPaW DISTRICT: N/A  DRAWN: C.J.B 24/10/2016
LGA: CITY OF KARRATHA  CHECKED: 2009/006125-1
PLAN REF: LANDGATE PLAN - DAMPIER-2256-4  FILE No.: 2009/006125-1
ORTHO PHOTO: N/A  DATUM: GDAP94; MGA Zone 59

 SCALE 1 : 300

Department of Parks and Wildlife
NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.
LEASE No. 2303/100-BMWL-8

West Lewis Island

LEASE No. 2303/100-BMWL-8

Un-Named 5(1)(h) Reserve
R 36909

West Lewis Island

NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.

LEASE No. 2303/100-BMWL-9

DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION

DPaW REGION PILBARA AREA Abt 128.2m²
DPaW DISTRICT N/A DRAWN CJLB 24/10/2015
LGA CITY OF KARRATHA CHECKED BD 2-12-16
PLAN REF. LANDGATE PLAN - DAMPIER-2256-4 FILE No. 2009/008125-1
ORTHO PHOTO N/A DATUM GDA94; MSA Zone 50

Department of Parks and Wildlife
Un-Named 5(1)(h) Reserve
R 36909

West Lewis Island

NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.
NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.
LEASE No. 2303/100-KCWL-2

DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION

<table>
<thead>
<tr>
<th>LESSEE</th>
<th>AREA</th>
<th>DRAWN</th>
<th>CHECKED</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPaW REGION</td>
<td>PILBARA</td>
<td>N/A</td>
<td>CJB 24/10/2016</td>
</tr>
<tr>
<td>DPaW DISTRICT</td>
<td>CITY OF KARRATHA</td>
<td>N/A</td>
<td>K2 2-12-16</td>
</tr>
</tbody>
</table>

LEASE PLAN APPROVAL

<table>
<thead>
<tr>
<th>LESSEE</th>
<th>WITNESS</th>
<th>LESSOR</th>
<th>WITNESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

SCALE 1:300

All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.

LEASE No. 2303/100-KCWL-3

NOTE: Subject to survey

Abt 277.5m²

7727531.960mN
463084.498mE

West Lewis Island

LEASE No. 2303/100-KCWL-1

West Lewis Island

Un-Named
5(1)(h) Reserve
R 38909

7.9

Abt 21.0m²

30°23'
West Lewis Island

Un-Named 5(1)(h) Reserve
R 36909

West Lewis Island

NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.

LEASE No. 2303/100-KCWL-3

LEASE PLAN APPROVAL

LESSEE
DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION

DPaW REGION
PILBARA

AREA
Abt 225.5m²

DPaW DISTRICT
N/A

DRAWN
CJLB 24/10/2016

LGA
CITY OF KARRATHA

CHECKED
R92-12-16

PLAN REF.
LANDGATE PLAN - DAMPIER-2256-4

FILE No.
2003/006125-1

ORTHO PHOTO
N/A

DATUM
GDAP; MGA Zone 50

Department of Parks and Wildlife
### LEASE No. No.2303/100-KCWL-4

**LEASE PLAN APPROVAL**

<table>
<thead>
<tr>
<th>LESSEE</th>
<th>DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DPaW REGION</strong></td>
<td>PILBARA</td>
</tr>
<tr>
<td><strong>DPaW DISTRICT</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>LGA</strong></td>
<td>CITY OF KARRATHA</td>
</tr>
<tr>
<td><strong>PLAN REF.</strong></td>
<td>LANDGATE PLAN - DAMPIER-2256-4</td>
</tr>
<tr>
<td><strong>ORTHO PHOTO</strong></td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>AREA</strong></th>
<th>Abt 204.9m</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DRAWN</strong></td>
<td>C.R.B 24/10/2016</td>
</tr>
<tr>
<td><strong>CHECKED</strong></td>
<td>R6 2-12-16</td>
</tr>
<tr>
<td><strong>FILE No.</strong></td>
<td>2009/006125-1</td>
</tr>
<tr>
<td><strong>DATUM</strong></td>
<td>GD494; MGA Zone 86</td>
</tr>
</tbody>
</table>

**NOTE:** Subject to survey

All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.
NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.
NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.

<table>
<thead>
<tr>
<th>LEASE No.</th>
<th>2303/100-KCWL-6</th>
</tr>
</thead>
<tbody>
<tr>
<td>LESSEE</td>
<td>DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION</td>
</tr>
<tr>
<td>DPaw REGION</td>
<td>PILBARA</td>
</tr>
<tr>
<td>DPaw DISTRICT</td>
<td>N/A</td>
</tr>
<tr>
<td>LGA</td>
<td>CITY OF KARRATHA</td>
</tr>
<tr>
<td>PLAN REF.</td>
<td>LANDGATE PLAN - DAMPIER-2256-4</td>
</tr>
<tr>
<td>ORTHO PHOTO</td>
<td>N/A</td>
</tr>
<tr>
<td>AREA</td>
<td>Abt 354.0m²</td>
</tr>
<tr>
<td>DRAWN</td>
<td>CJLB 24/10/2016</td>
</tr>
<tr>
<td>CHECKED</td>
<td>2009/006125-1</td>
</tr>
<tr>
<td>DATUM</td>
<td>GDA94: MGA Zone 59</td>
</tr>
</tbody>
</table>
NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V091) at date of drawing.

LEASE No. No.2303/100-KCWL-7

LESSEE
DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION

DPaW REGION PILBARA AREA Abt 215.0m²
DPaW DISTRICT N/A DRAWN C.U.B 24/10/2016
LGA CITY OF KARRATHA CHECKED K.B 30 -5 -17
PLAN REF. LANDGATE PLAN - DAMPIER-2256-4 FILE No. 2009/086125-1
ORTH PHOTO N/A DATUM GDA94; MGA Zone 50

Department of Parks and Wildlife
**West Lewis Island**

**Un-Named 5(1)= Reserve**

R 36909

**NOTE:** Subject to survey

All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.

---

**LEASE No. 2303/100-KCWL-8**

<table>
<thead>
<tr>
<th>LESSEE</th>
<th>DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPaW REGION</td>
<td>PILBARA</td>
</tr>
<tr>
<td>DPaW DISTRICT</td>
<td>N/A</td>
</tr>
<tr>
<td>LGA</td>
<td>CITY OF KARRATHA</td>
</tr>
<tr>
<td>PLAN REF.</td>
<td>LANDGATE PLAN - DAMPIER-2256-4</td>
</tr>
</tbody>
</table>

| AREA | Abt 237.1m² |

| DRAWN | CJLB 24/10/2016 |
| CHECKED | 30.5-17 |

| FILE No. | 2009/001625-1 |
| DATUM | GDA94; MGA Zone 59 |

Department of Parks and Wildlife
West Lewis Island

Un-Named
5(1)(h) Reserve
R 36909

Abt 12.8m²
Abt 19.2m²

West Lewis Island

NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.

LEASE No. 2303/100-KCWL-9

<table>
<thead>
<tr>
<th>LESSEE</th>
<th>DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPaW REGION</td>
<td>PILBARA</td>
</tr>
<tr>
<td>DPaW DISTRICT</td>
<td>N/A</td>
</tr>
<tr>
<td>LGA</td>
<td>CITY OF KARRATHA</td>
</tr>
<tr>
<td>PLAN REF.</td>
<td>LANDGATE PLAN - DAMPIER-2256-4</td>
</tr>
<tr>
<td>ORTHO PHOTO</td>
<td>N/A</td>
</tr>
</tbody>
</table>

|=| ABT 256.2m² |
|=| DRAWN |
|=| CHECKED |
|=| FILE No. |
|=| DATUM |

Department of Parks and Wildlife

Scale 1:300
NOTE: Subject to survey

All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.
NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.

LEASE No. 2303/100-SWEL-1

LESSEE | DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION
--- | ---
DPaW REGION | PILBARA
DPaW DISTRICT | N/A
LGA | CITY OF KARRATHA
PLAN REF. | LANDGATE PLAN - DAMPIER-2258-4
ORTH PHOTO | N/A

AREA | Abt 139.8m²

LEASE PLAN APPROVAL | SCALE 1 : 400
LESSEE | WITNESS
Lessor | Witness

DRAWN | CHECKED
CJLB 24/10/2016 | 20/30-5-17

DATE OF DRAWN | LANDGATE PLAN DAMPIER 2258 4

DATED | 2009/06/125-1

DATUM | GDAS94; MGA Zone 50
West Lewis Island

Un-named S(1)(h) Reserve R 36909

NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (L.GATE-V001) at date of drawing.
West Lewis Island

Un-Named
5(1)(b) Reserve
R 36909

Abt 162.6m²

Abt 4.9m²

Abt 18.2m²

West Lewis Island

NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.

---

**LEASE No. 2303/100-SWWL-2**

<table>
<thead>
<tr>
<th>LESSEE</th>
<th>DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION</th>
<th>LEASE PLAN APPROVAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPwW REGION</td>
<td>PILBARA</td>
<td>AREA</td>
</tr>
<tr>
<td>DPwW DISTRICT</td>
<td>N/A</td>
<td>DRAWN</td>
</tr>
<tr>
<td>LGA</td>
<td>CITY OF KARRATHA</td>
<td>CHECKED</td>
</tr>
<tr>
<td>PLAN REF.</td>
<td>LANDGATE PLAN - DAMPIER-2256-4</td>
<td>FILE No.</td>
</tr>
<tr>
<td>ORTHO PHOTO</td>
<td>N/A</td>
<td>DATUM</td>
</tr>
</tbody>
</table>

---

Department of Parks and Wildlife
NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.

LEASE No. 2303/100-WBMI-1

<table>
<thead>
<tr>
<th>LESSEE</th>
<th>DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPaW REGION</td>
<td>PILBARA</td>
</tr>
<tr>
<td>DPaW DISTRICT</td>
<td>N/A</td>
</tr>
<tr>
<td>LGA</td>
<td>CITY OF KARRATHA</td>
</tr>
<tr>
<td>PLAN REF.</td>
<td>LANDGATE PLAN - DAMPIER-2258-4</td>
</tr>
<tr>
<td>ORTHO PHOTO</td>
<td>N/A</td>
</tr>
</tbody>
</table>

LEASE PLAN APPROVAL
LESSEE      WITNESS
LESSEE               LESSOR

SCALE 1:400

Department of Parks and Wildlife

Ordnance Survey

PLAN REF. LANDGATE PLAN - DAMPIER-2258-4
FILE No. 2009/006125-1

DRAWN C.J.B. 24/10/2016
CHECKED N/A 2-12-16
NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.
Malus Island

Un-Named
5(1)(f) Reserve
R 36910

NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.

LEASE No. 2303/100-WBMI-3

<table>
<thead>
<tr>
<th>LESSEE</th>
<th>DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION</th>
<th>AREA</th>
<th>Abt 137.5m²</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPwW REGION</td>
<td>PILBARA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DPwW DISTRICT</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LGA</td>
<td>CITY OF KARRATHA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLAN REF.</td>
<td>LANDGATE PLAN - DAMPIER-2256-4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ORTHO PHOTO</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

LEASE PLAN APPROVAL

LESSEE

LESSEE WITNESS

LESSOR

LESSOR WITNESS

SCALE 1:300

DRAWN

CHECKED

DATUM

Parks and Wildlife
Malus Island

Un-Named
(1)(h) Reserve
R 36910

NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.
NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.

LEASE No. 2303/100-WBMI-5

LEASE PLAN APPROVAL
LESSEE
WITNESS

DAMPIER ARCHIPELAGO
RECREATIONAL DWELLERS ASSOCIATION

DPaW REGION
PILBARA
AREA
Abt 236.7m²

DPaW DISTRICT
N/A
DRAWN
CJLB 24/10/2016

LGA
CITY OF KARRATHA
CHECKED
NO 2-12-16

PLAN REF.
LANDGATE PLAN - DAMPIER-2256-4
FILE No.
2009/006128-1

ORTHO PHOTO
N/A
DATUM
GDAM; MGA Zone 59

Department of Parks and Wildlife
Malus Island

Un-Named
5(1)(h) Reserve
R 36910

Malus Island

NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.
NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.
Malus Island

Un-Named (1)(h) Reserve
R 36910

Malus Island

NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.

LEASE No. 2303/100-WBMI-8

LEASE PLAN APPROVAL

LESSEE

DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION

AREA

Abt 303.0m²

LEASE PLAN

DEPARTMENT OF PARKS AND WILDLIFE

SCALE 1:300

PLAN REF.

LANDGATE PLAN - DAMPIER-2256-4

FILE No.

2009/006125-1

ORTH PHOTO

N/A

CITY OF KARRATHA CHECKED

K9 2-12-16

DAMA, HGA Zone 50

DRAWN

CJLBS 24/10/2010

WITNESS

N/A

DATE

CJLB 24/10/2010

WITNESS

CITY OF KARRATHA

N/A

LGA

CITY OF KARRATHA

N/A

LGA

CITY OF KARRATHA

N/A

LGA
Malus Island

Un-Named 5(1)(h) Reserve R 36910

NOTE: Subject to survey
All dimensions are approximate only, derived from SLIP Virtual Mosaic (LGATE-V001) at date of drawing.

LEASE No. 2303/100-WBMI-9

<table>
<thead>
<tr>
<th>LESSEE</th>
<th>DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPaW REGION</td>
<td>PILBARA</td>
</tr>
<tr>
<td>DPaW DISTRICT</td>
<td>N/A</td>
</tr>
<tr>
<td>LGA</td>
<td>CITY OF KARRATHA</td>
</tr>
<tr>
<td>PLAN REF.</td>
<td>LANDGATE PLAN - DAMPIER-2256-4</td>
</tr>
<tr>
<td>ORTHO PHOTO</td>
<td>N/A</td>
</tr>
</tbody>
</table>

AREA: Abt 227.6m²

PLAN REF. LANDGATE PLAN - DAMPIER-2256-4

FILE No. 2009/006125-1

DATE 24/10/2016

DRAWN DIPW DISTRICT

CHECKED C.J.L.B. 24/10/2016

DATUM GDA94; MGA Zone 50

Department of Parks and Wildlife
ATTESTATION SHEET

Dated this 24th day of September in the year 2017

LENSOR SIGN HERE

The Common Seal of the CONSERVATION AND LAND MANAGEMENT EXECUTIVE was hereunto affixed by:

CHIEF EXECUTIVE OFFICER

in the presence of:

Witness Signature

Name of Witness

Occupation of Witness

Address of Witness
Executed by
DAMPIER ARCHIPELAGO RECREATIONAL DWELLERS ASSOCIATION INC.

[Signature]
President

CLINT JOHNSTON
Name of President

in the presence of:

[Signature]
Witness Signature

TROY NUTTALL
Name of Witness

M. DIRECTOR
Occupation of Witness

2 WILES LOOP KARRATHA, WA 6714
Address of Witness