

APPENDIX III - APPLICATION FOR PLANNING CONSENT

SHIRE OF DENMARK - TOWN PLANNING SCHEME NO 3

Name/s of owner/s of land on which development is proposed:

Surname:

Other Shire of Denmark

Names:

Address in full:

P.O. Box 183 Denmark WA 6333

Submitted by: Denmark Machinery Restoration Group Inc

Address for correspondence: P.O. Box 512 Denmark WA 6333

Contact Phone Number: 9848 1789 Email: prbarnes@wn.com.au

Locality of Development:

Description of Land: Street: CRELLIN STREET

Lot No: Location No: Street No: 952

Plan or Diagram: NOT APPLICABLE Certificate of Title: NOT APPLICABLE

Volume: NOT APPLICABLE Folio: NOT APPLICABLE

Development Proposed: Shed & Toilet Block

Approximate Cost of Proposed Development: \$75 000

Estimated time of Completion: June 2011

Signature of Applicant: [Signature] Chairman [A.G. Egerton-Warburton]

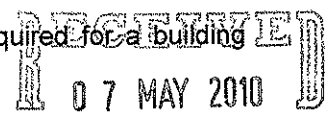
Date: 07.05.10

Signature of all Owner/s: (if not the Applicant)

Date:

This form is to be submitted in duplicate with two copies of the A3 plans (four copies if applying for a building licence).

This is not an application for a building licence. A separate application is required for a building licence.



| Officer : | | SHIRE OF DENMARK PLANNING PROCEDURE FORM | | BL : 6970 |
|--|--|--|--|---------------------------------------|
| Assess No. <u>A3140</u> | | App. No. <u>2010/117</u> | | Fees Paid Date/Receipt : <u>NA</u> |
| Land | Property: Lot No. <u>952</u> (Plan No. _____) Street No. <u>RES. 30277</u> | | | |
| | Street: <u>CREWLN STREET</u> | | | |
| Development: <u>SHED ; TOILET BLOCK</u> | | | | |
| Applicant | Owner : _____ Signed: Y <input type="checkbox"/> | | | |
| | Name: <u>SHIRE OF DENMARK</u> | | | |
| | Address: _____ | | | |
| Applicant: <u>DENMARK MACHINERY RESTORATION GROUP INC.</u> | | | | |
| Name: _____ | | | | |
| Address: <u>PO BOX 512 DMK</u> | | | | |
| 1 | Date Rec.: <u>7/MAY/2010</u> | | Date at Planning Dept : ___/___/___ | |
| 2 | App. Checklist | App. Incomplete <input type="checkbox"/> | Date : ___/___/___ | |
| | | App. Complete <input type="checkbox"/> | Date : ___/___/___ | |
| 3 | Land Use coding | | | Date : ___/___/___ |
| 4 | Planning Framework : | | Strategic Framework: | |
| | TPS 3 Zoning : _____ | | LPS Catchment Policy _____ | |
| | R-Code: _____ | | TPS 3 Structure Plan _____ | |
| | Prior WAPC Ref? _____ | | TPS 3 TPS Policy No: _____ | |
| 5 | Consultation | Date To commence Public Advertising : Date : ___/___/___ | | |
| | Y <input type="checkbox"/> ..N <input type="checkbox"/> | Neighbours <input type="checkbox"/> | Sign on Site <input type="checkbox"/> | |
| | | Notice on Paper <input type="checkbox"/> | Govt Agencies <input type="checkbox"/> | |
| | | Date Public Advertising closing: | Date : ___/___/___ | |
| | | Submissions Received : _____ | Ack. Letters Sent <input type="checkbox"/> | |
| Internal Consultation Process | | | | Date / Sign |
| | Engineering: | | | |
| | Building: | | | |
| | Health: | | | |
| | Fire/ Emergency: | | | |
| | Planning: | | | |
| | Other: | | | |
| Decision | Officer Rec (Blueie) | | | Date : ___/___/___: |
| | Final Decision | | | Date : ___/___/___ |
| | Notice of Planning Consent Letter issued | | | Date : ___/___/___ |
| | <input type="checkbox"/> Any Pub Submissions advised of result. | | | Date : ___/___/___ |
| SAT Review | SAT Review request by Applicant/Landowner | | | Date : ___/___/___ |
| | Documents Lodged | | | Date : ___/___/___ |
| | Mediation Meeting | | | Date : ___/___/___ |
| | SAT hearing | | | Date : ___/___/___ |
| | SAT determination | | | Date : ___/___/___ |
| Final | Development – Final Inspection | | | Date : ___/___/___ |
| | Compliance Request | | | Date : ___/___/___ |
| | Compliance completed | | | Date : ___/___/___ |
| | Works Completed | | | Date : ___/___/___ |

Search Add Query Save Sage Delete First Previous Next Last Lookup Cancel

Asset BR Loan Dr Cr Plot Test SH WS APD CSH Bldg Map MRA Rate Drop Bldg Rec Sys Rpt ID

1:13000 Full Extent Zoom In Zoom Out Capture Screen Identify Local Measure Select Point Map Legend

Search PickList Property Financial Summary Ownership Parcel Memos

Assess No A3140 Legal flag Non-current

Owner SHIRE OF DENMARK

Property Address 952 CRELLIN STREET DENMARK WA 6333

House 952 Lot 952

Street CRELLIN

Street Type STREET

Suburb DENMARK WA 6333

Ward 04 TOWN

Area

Locality

Zoning 11 RESERVE

Land use

V.G. No 714749

Pers No

Valuation Details Unimproved Value

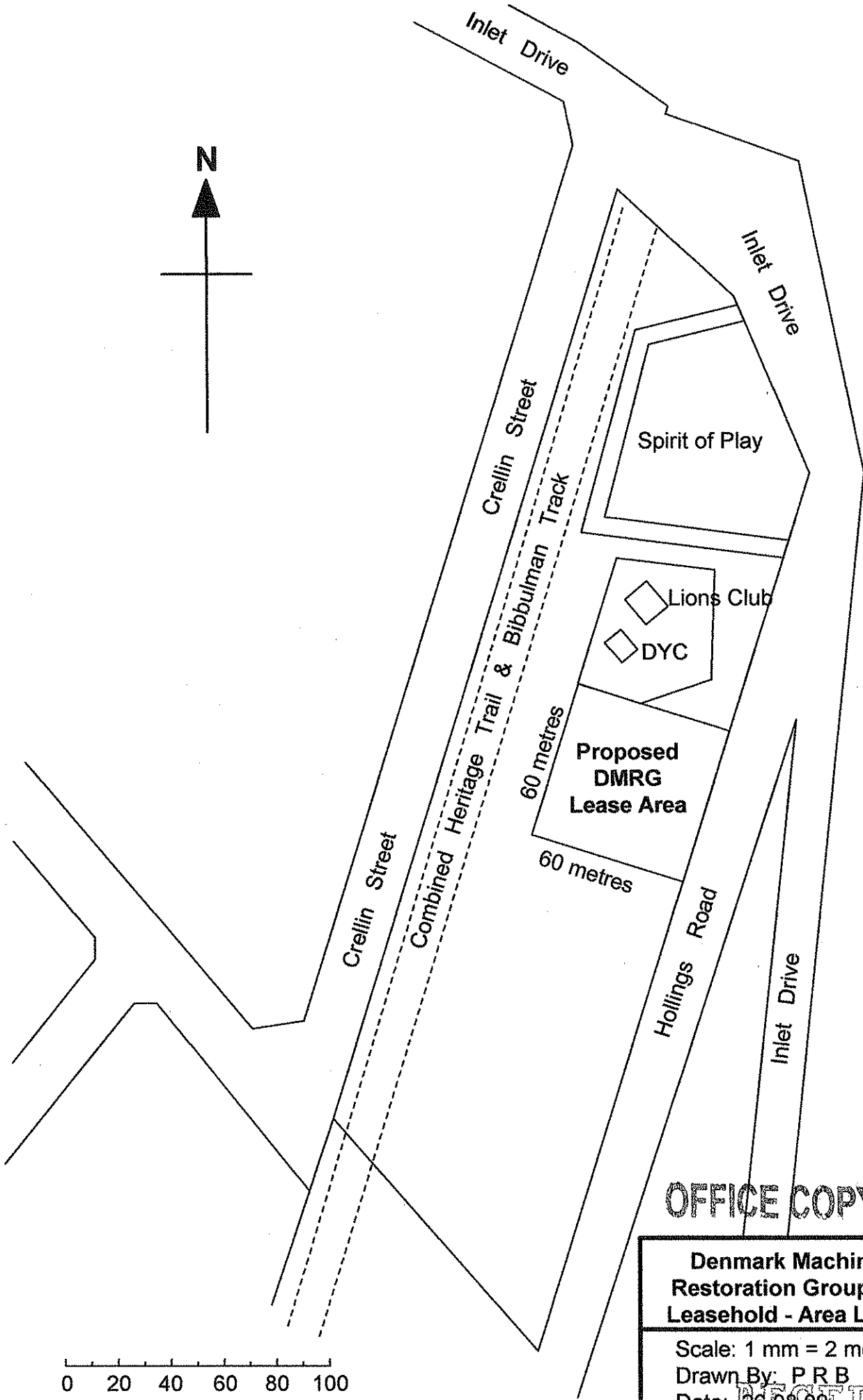
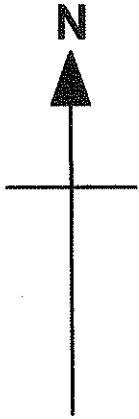
Gross Rental Value



Legend

- Dog #
- Building #
- Localities
- use
- denmark_mga.shp
- Aerial Denmark
- Aerial Townsite

Aerial Townsite



OFFICE COPY

**Denmark Machinery
Restoration Group, Inc.
Leasehold - Area Layout**

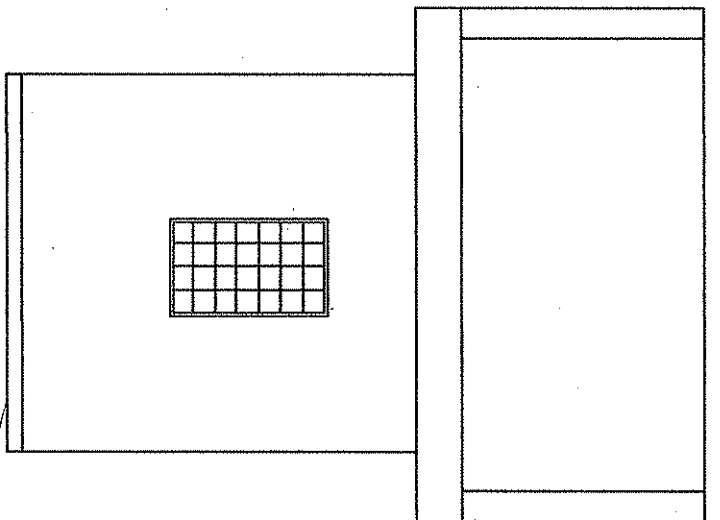
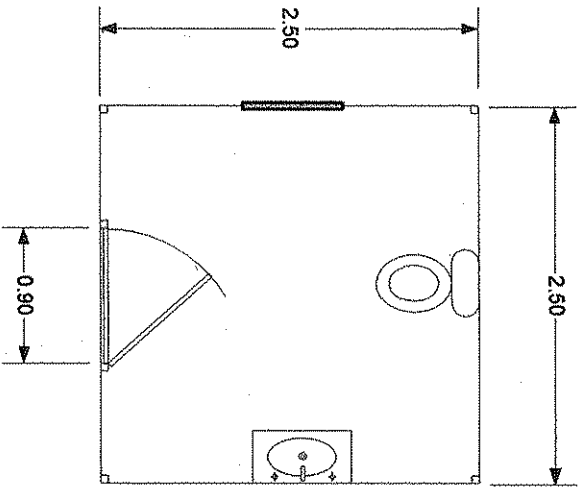
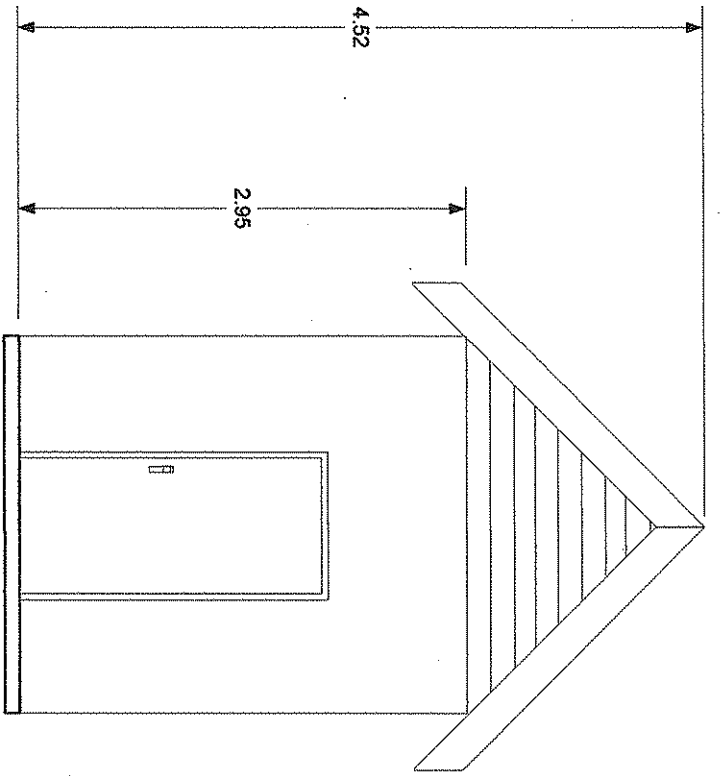
Scale: 1 mm = 2 metres

Drawn By: P R B

Date: 26.08.09

Revised:

RECEIVED
07 MAY 2010



100 mm 30 mpa
concrete floor

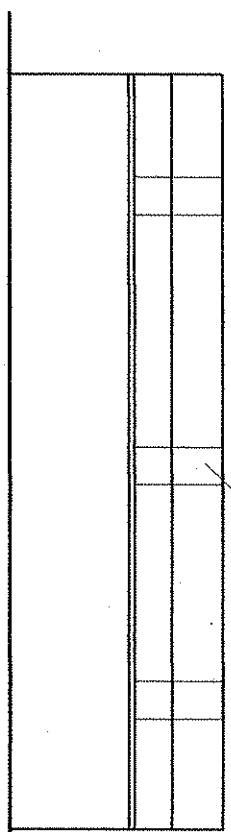
Specifications

Frame construction: 50 x 50 x 1.5 mm Galv. RHS, welded.
 Cladding: Corrugated Colorbond 0.51 TCT.
 Colours: Walls: Classic Cream
 Roof: Manor Red
 Trim: Cottage Green
 Note! Equipped with suitable handrails, etc to suit disabled.

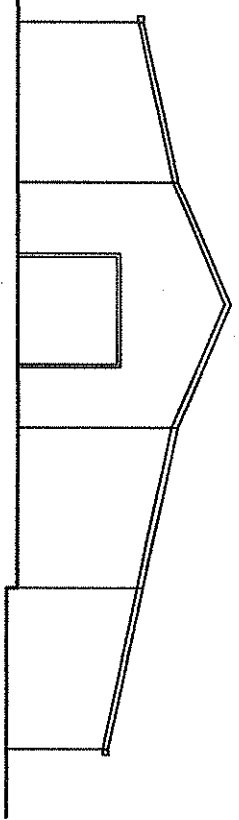
RECEIVED
07 MAY 2010

| | |
|---|---|
| Denmark Machinery Restoration Group Inc. Leasehold - Toilet | Scale: 25 mm = 1 metre Drawn By: P R Barnes Date: 06.05.10 Rev: |
|---|---|

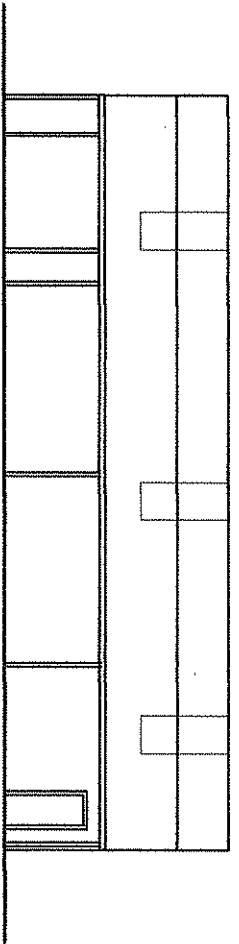
Skylights: Translucent
Fibreglass - 3 each
side



South Elevation



East Elevation



North Elevation

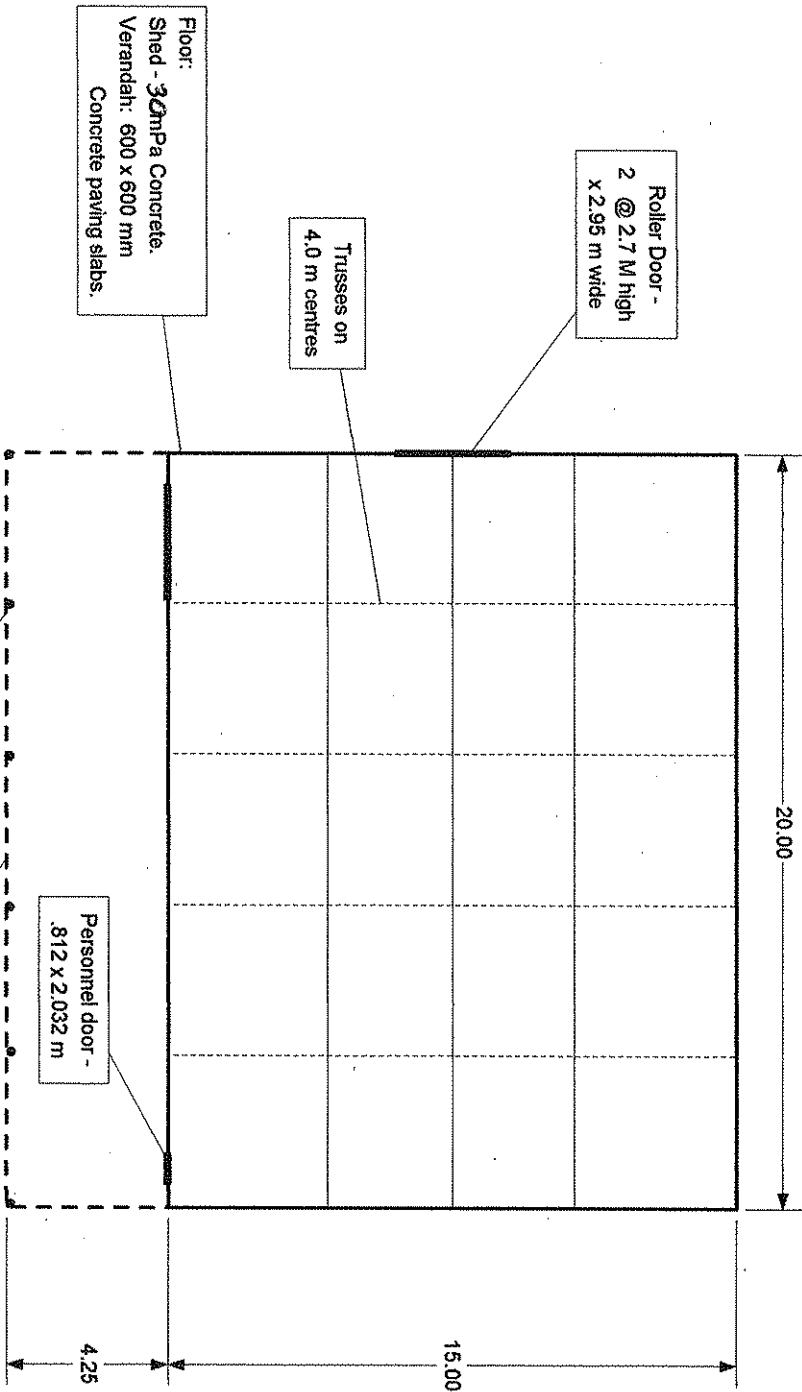
Sheeting Material: Colorbond
Corrugated 0.51 TCT

Colours
Walls: Classic Cream
Roof: Manor Red
Gutters & Trim: Cottage Green

Denmark Machinery Restoration Group,
Inc. Leasehold - Shed Elevations

Scale: 5 mm = 1 metre
Drawn By: P R Barnes
Date: 20.09.09
Rev.: 06.05.10

RECEIVED
07 MAY 2010



**Denmark Machinery Restoration Group,
Inc. Leasehold - Shed Floorplan**

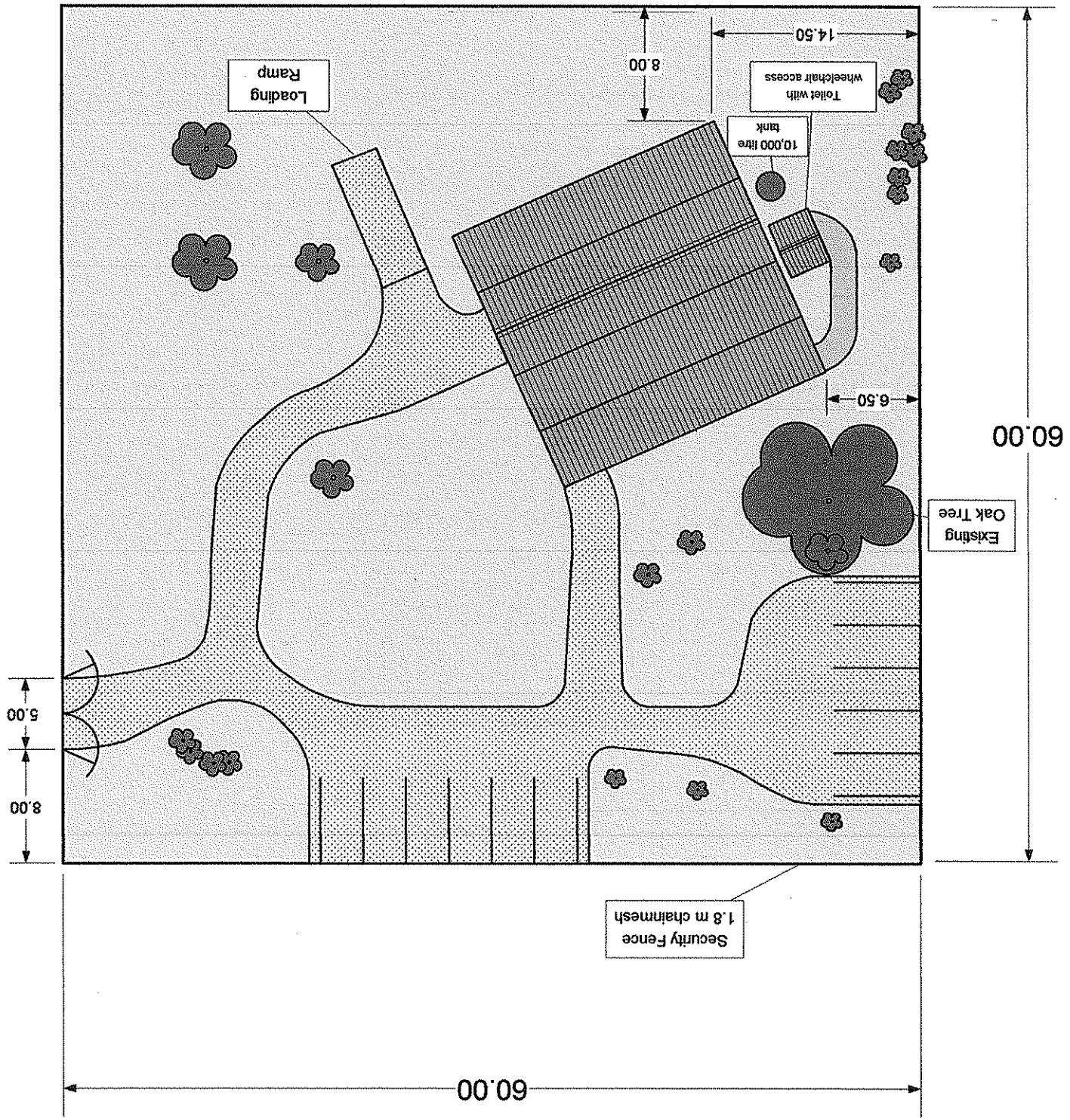
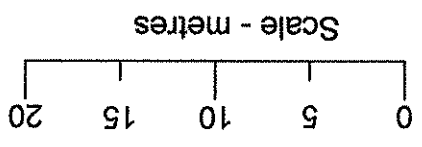
Scale: 5 mm = 1 metre
 Drawn By: P R Barnes
 Date: 20.09.09
 Rev.: 06.05.10

RECEIVED
 07 MAY 2010

Denmark Machinery
 Restoration Group, Inc.
 Leasehold - Site Plan

Scale: 2.5 mm = 1 metre
 Drawn By: P R Barnes
 Date: 20.08.09
 Rev: 06.05.10

Paving
 Grass
 Roadways



RECEIVED
 07 MAY 2010



Government of Western Australia
Department of Regional Development and Lands

Lands Division

Your ref: #3140 GH/GH
 Our ref: 02900-1963-02RO Job No: 100918
 Enquiries: Kim Allison Ph: (08) 9347 5047

Fax: (08) 9347 5004

kim.allison@lands.rdl.wa.gov.au

24th March 2010

Chief Executive Officer
 Shire of Denmark
 Post Office Box 183
 DENMARK WA 6333

Attention: Gregg Harwood

| | |
|-------------------------------|-------------------------------------|
| Shire of Denmark ICR103367 | |
| 26 MAR 2010 A3140 | |
| DATE | LPH |
| FILE REF | |
| COUNCILLORS | |
| CEO | |
| DIR of FINANCE | |
| DIR of PLANNING | |
| DIR of INFRASTRUCTURE | |
| DIR of COMMUNITY | <input checked="" type="checkbox"/> |
| OTHER | |

Dear Sir or Madam:

SECTION 18 APPROVAL – TO LEASE OVER PORTION MANAGED RESERVE 30277 – LOT 952 – DENMARK MACHINERY RESTORATION GROUP INC AND THE SHIRE OF DENMARK

I refer to your letter dated 15th March 2010, seeking Minister's consent for a lease over a Portion of Reserve 30277 and being portion Lot 952 on Deposited Plan 39348 and noted above.

I enclose the three Lease documents duly endorsed with Ministerial approval under section 18 of the Land Administration Act 1997. I have also returned the Statutory Declaration forms.

Should you have any enquires, please do not hesitate to contact me on 9347 5047 or alternatively the Email address at the top right hand side of correspondence.

Yours faithfully

J. Leeman

JANICE LEEMAN
 A/ SENIOR STATE LAND OFFICER
 for MANAGER
 STATE LANDS – SOUTH EAST
 STATE LAND SERVICES
 100918ka01

TRANSFER OF LAND ACT 1893

STATUTORY DECLARATION

I, Philip Roger Barnes, of (address) 24 Bowman Close, Denmark WA 6333,
(occupation) retired,

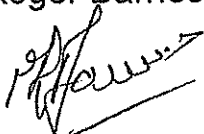
do sincerely declare as follows:

1. I am the person authorised by Rule (or Clause) 10(1)(c) of the Rules / Constitution of the Denmark Machinery Restoration Group INC ("the Association") to affix or countersign the affixing of the Common Seal of the Association to documents.
2. The Shire of Denmark is registered as the proprietor of all that piece of land being Reserve 30277 (Portion of lot 952)
3. The Shire of Denmark has leased the Land and all improvements thereon to the Association.
4. The Association occupies the land for the purpose of collection and restoration of machinery.
5. At the time I affixed the Seal of the Association to the said Lease document, I was duly authorised to do so and I signed in the capacity of Philip Roger Barnes (Secretary DMRG) of the Association.

This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the Oaths, Affidavits and Statutory Declarations Act 2005 at Denmark on the (date) Friday, 26th day of February in the year 2010 by:

Philip Roger Barnes



Signature of person making the declaration.

In the presence of:

Chalam JP 6499

CHRISTINE VENKATACHALAM
JUSTICE OF THE PEACE (6499)
64 Strickland Street Denmark WA 6333
Tel: 0428 481 426

~~Signature of authorised witness.....Note Justice of Peace to sign~~

TRANSFER OF LAND ACT 1893

STATUTORY DECLARATION

I, Arley Geoffery Egerton - Warburton, of (address) 111 Suttons Rd, Denmark WA 6333, (occupation) retired,

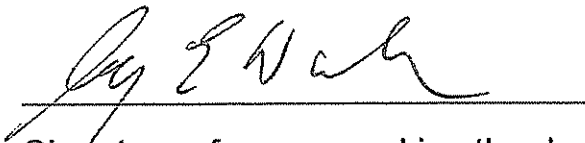
do sincerely declare as follows:

1. I am the person authorised by Rule (or Clause) 10(1)(a) of the Rules / Constitution of the Denmark Machinery Restoration Group INC ("the Association") to affix or countersign the affixing of the Common Seal of the Association to documents.
2. The Shire of Denmark is registered as the proprietor of all that piece of land being Reserve 30277 (Portion of lot 952)
3. The Shire of Denmark has leased the Land and all improvements thereon to the Association.
4. The Association occupies the land for the purpose of collection and restoration of machinery.
5. At the time I affixed the Seal of the Association to the said Lease document, I was duly authorised to do so and I signed in the capacity of Arley Geoffery Egerton - Warburton (Chairman DMRG) of the Association.

This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the Oaths, Affidavits and Statutory Declarations Act 2005 at Denmark on the (date) Friday, 26th day of February in the year 2010 by:

Arley Jeffery Egerton - Warburton



Signature of person making the declaration.

In the presence of:



CHRISTINE VENKATACHALAM
JUSTICE OF THE PEACE (6499)
64 Strickland Street Denmark WA 6333
Tel: 0428 481 426

Signature of authorised witness..... Note- Justice of Peace to sign

Shire of Denmark
("the Lessor")

and

Denmark Machinery Restoration Group
INC
("the Lessee")

LEASE

RESERVE 30277 IS VESTED IN THE LESSOR FOR THE PURPOSE OF "HISTORICAL PRECINCT, RECREATION AND COMMUNITY PURPOSES AND USE AND REQUIREMENTS OF THE SHIRE OF DENMARK" WITH POWER TO LEASE FOR ANY TERM NOT EXCEEDING TWENTY-ONE (21) YEARS SUBJECT TO THE CONSENT OF THE MINISTER FOR LANDS AND THIS LEASE IS SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE *LAND ADMINISTRATION ACT 1997* AND THE *TRANSFER OF LAND ACT 1893* AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.

THIS LEASE is made the 26th day of February 2010 BETWEEN the Lessor named in Item 1 of the Schedule hereto and the Lessee named in Item 2 of the Schedule hereto.

WHEREAS:

The Lessor has agreed to lease and the Lessee has agreed to take on lease the land described in Item 3 of the Schedule hereto (which together with the buildings erections improvements fixtures and fittings thereon are collectively hereinafter "the Leased Premises") for the Term and on commencement date stated in Item 4 of the Schedule hereto.

1. THE LESSEE COVENANTS WITH THE LESSOR:

TO PAY RENT

To pay on or before the due date for payment the rent reserved at the times and in the manner stated in Item 5 of the Schedule hereto.

TO PAY OUTGOINGS

To pay and discharge on or before the due date for payment all present and future outgoings including all rates and taxes, charges, assessments, licence fees, duties, impositions, penalties and other outgoings whatever which now or at any time during the Term are assessed and charged upon or in respect of the Leased Premises or the use or occupation of the Leased Premises or any part of the Leased Premises and any amount for water, electricity or gas consumed in the Leased Premises.

COMPLY WITH LEGISLATION

At all times during the Term to duly and punctually comply with, observe and carry out and conform to the provisions of all statutes (State or Federal) and all subsidiary legislation now or hereafter in force and all requirements and orders of any authority, statutory or otherwise, which affect the leased premises or the use of the Leased Premises or which impose any duty or obligations upon the owner or occupier of the Leased Premises.

TO REPAIR AND MAINTAIN

At the Lessee's own expense other than structural building repairs which shall be at the expense of the Lessor to keep and maintain the Leased Premises in good repair, order and condition including painting of internal surfaces, and clean and free of refuse and vermin.

"Structural Building Repairs" means substantial and major repairs or replacement of essential structures relating to all loads, internal actions, material properties and foundation conditions that significantly affect structural sufficiency or serviceability including but not limited to:

- Floors
- Concrete Slab
- Masonry
- Roof Covering and Roof Structure
- Footings and Foundations
- Painting of External Surfaces
- Outer Walls of any construction but does not include windows, doors, doorframes and door furniture
- Ceilings
- Sewerage, drainage and water supply but does not include taps and other visible water fittings.

NO ASSIGNMENT

Not to assign, mortgage, sub-let or part with the possession of or dispose of the Lease Premises or any part of the Leased Premises or the benefit at law or in equity of this Lease without the prior written consent of the Lessor and, if required by law, of the Minister for Lands having first being obtained.

INDEMNITY

At all time to indemnify and keep indemnified the Lessor and its agents and employees against all claims which may be made by any person arising out of or incidental to the use of the Leased Premises by the Lessee or any of its officers, employees, agents, licensees or invitees.

PROPERTY INSURANCE

The Lessor will insure and keep insured the Leased Premises under its own policies of insurance and the Lessee shall pay to the Lessor the sum of \$500 excess for each claim and the Lessor shall at its own cost meet all other costs not met by the insurer. The Lessor may determine to not seek reinstatement or replacement of any structure so insured.

PUBLIC LIABILITY INSURANCE

To effect and keep effected in respect of the Leased Premises adequate public risk insurance in the names of the Lessor and the Lessee for their respective rights and interests in any amount not less than \$10,000,000 in respect of any one claim with an insurance company approved by the Lessor.

NOT TO INVALIDATE INSURANCES

Not to do or permit or suffer to be done in, about or upon the Leased Premises any act or thing whereby any policy of insurance may become void or voidable.

PROOF OF INSURANCE

To deliver to the Lessor on or before the expiration of each year of the Term and at any other time upon the request of the Lessor valid certificates of currency in respect of all such insurance policies issued by the insurance companies with which the policies have been effected by the Lessee.

TO YIELD UP

At the expiration or sooner determination of the Term of the Lease to yield up the Leased Premises in such state of repair and condition as is consistent with the proper performance by the Lessee of the covenants contained in this Lease and to remove from the Leased Premises such fixture, fitting, plant, equipment or other property in or upon the Leased Premises as the Lessor shall require the Lessee to remove and the Lessee must on such removal forthwith make good any damage which is occasioned by such removal.

2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE:

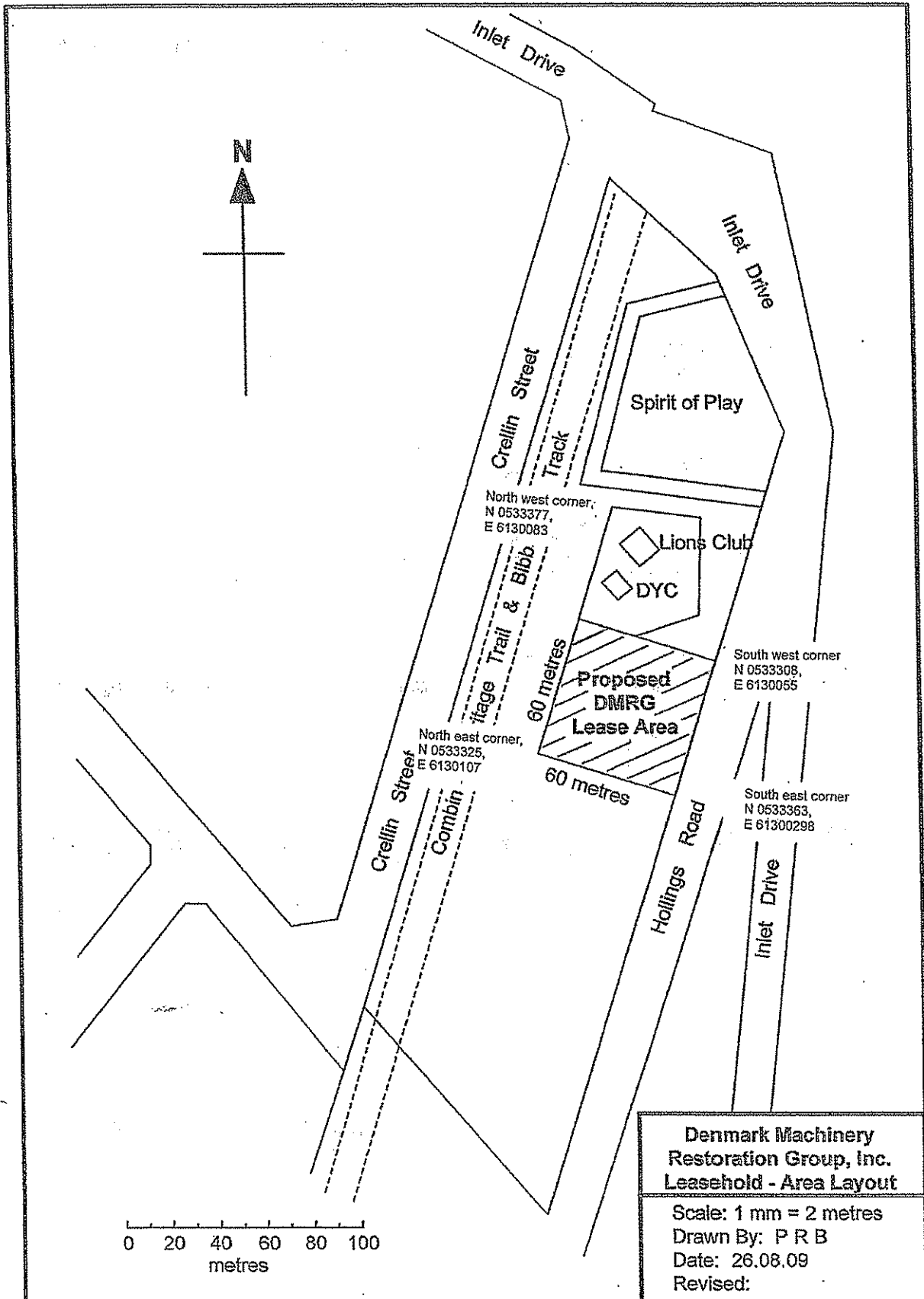
NO INTERFERENCE BY LESSOR

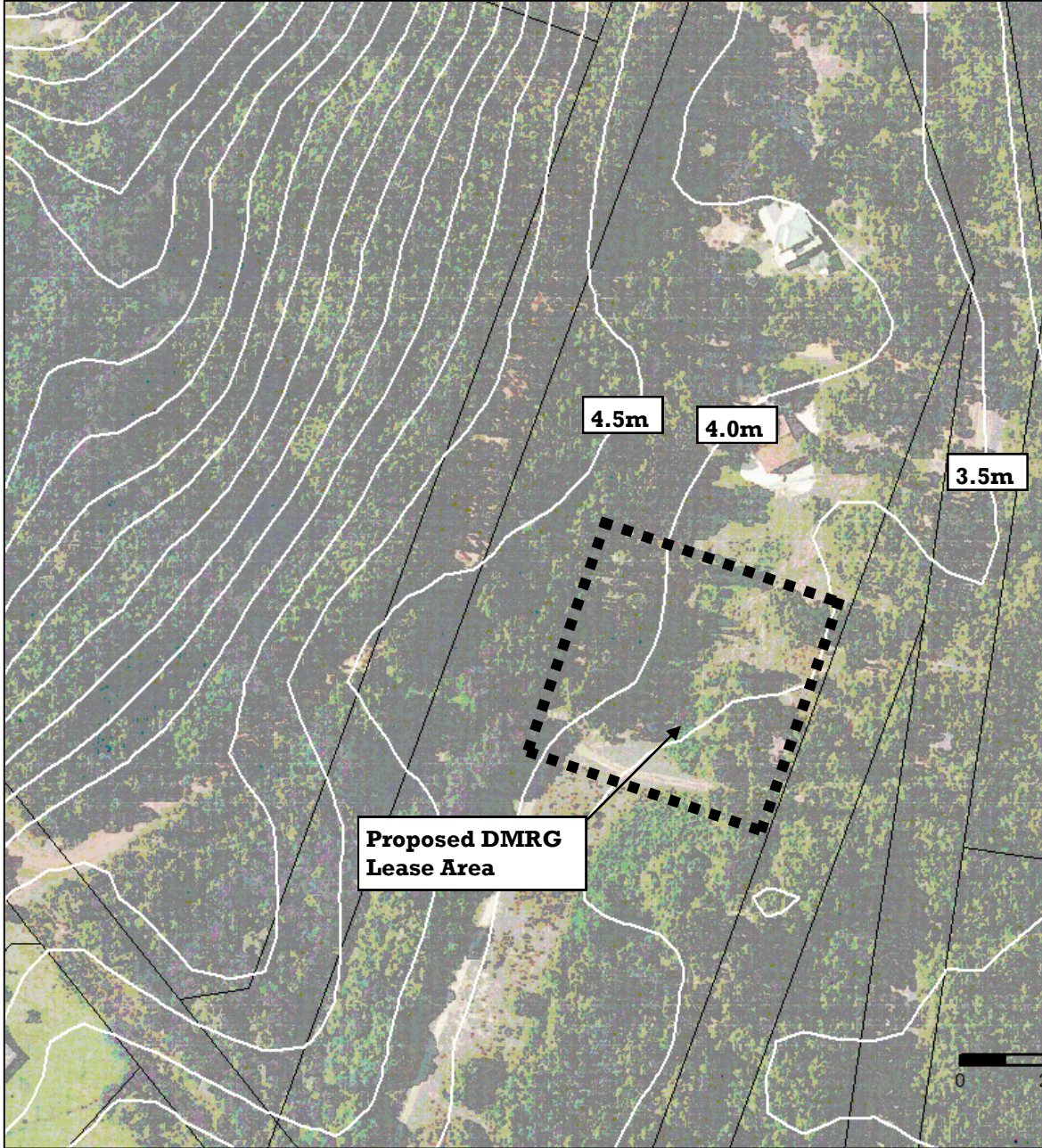
That subject to the terms and conditions of this lease the Lessee may use and occupy the Leased Premises during the term of the Lease without any interference from the Lessor or any person claiming any interest in the Leased Premises through the Lessor.

The Schedule

1. Lessor Shire of Denmark of RRN 953 South Coast Highway, Denmark, WA 6333.
2. Lessee Denmark Machinery Restoration Group INC, PO Box 512 Denmark, WA 6333.
3. Leased Premises Lease hold area 3 of Reserve 30277 marked (hachured) black on the attached map. Being a 60m x 60m square area with 90° corners commencing with its north east corner being exactly 100m from the Inlet Drive and Hollings Rd boundary peg of Reserve 30277 and its south east corner being exactly 160m from the same peg.
4. Term of Lease 5 years commencing on the 26 February 2010 and expiring on 26 February 2015 with a further 5 year option.
5. Annual Rent One Dollars (\$1.00) per annum plus GST for each year of the Term of Lease.
6. Special Conditions
 - a. On the production of a receipt for payment of the Local Government rate assessment notice in the financial year such levies and payment is made the Lessor shall reimburse the Lessee an amount equal to land rates with the Lessee to meet the cost of ESL, refuse and interest (if any) charges showing on that notice.
 - b. The Lessor's Principal Building Surveyor shall inspect the Leased Premises annually in conjunction with the Lessee.
 - c. The Lessor offers a local authority rate exemption donation. All other outgoings and consumable costs to be met by the lessee including but not limited to water, sewer, gas, telephone, ESL, refuse charges, etc.
 - d. The Lessor offers Council insurance of the buildings and Council owned property / contents without recoup of the annual premium and to encourage repairs and reinstatement through insurance claims, Council will meet all bar the first \$500 of any insurance excess on claims.
 - e. Lessees to meet all ongoing internal and external building and grounds maintenance other than structural building repairs.
 - f. All development within the lease hold area is to have design objectives and amenity outcomes that are consistent with the objectives of the "Historical Precinct".
 - g. It is the Lessee's responsibility to bring all services to the site.
 - i. The Lessee shall not construct any structures or other alterations or additions to the Demised Premises without first submitting to the Lessor full detailed drawings and specifications of the proposed works and first obtaining the Lessor's consent in writing.
 - j. The Lessee shall ensure any structures or other alterations or additions to the Demised Premises are constructed in compliance with the Building Code of Australia and the relevant Australian standards and all laws of the land. It is the Lessee's responsibility to pay BCITF, Water Corporation, Western Power and any others service and connection fees associated and to obtain and pay for all building licences and planning consents associated with the development of the site.
 - k. The Lessor reserves the right to rescind this lease if after two years from the date of signing the Lessee has not obtained sufficient funds to substantially complete the project and there is competition for the site.

Diagram of Leasehold Area





Contour Map—DMRG—Item 8.1.5

Clarification of proposed AHD.

Identify from: <Top-most layer>

Wilson_Inlet_ctour_05m
22537

Location: 533,370.917 6,130,097.963 Meters

| Field | Value |
|---------|----------|
| FID | 22536 |
| Shape | Polyline |
| ID | 22537 |
| CONTOUR | 3.5 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Identified 1 feature

