

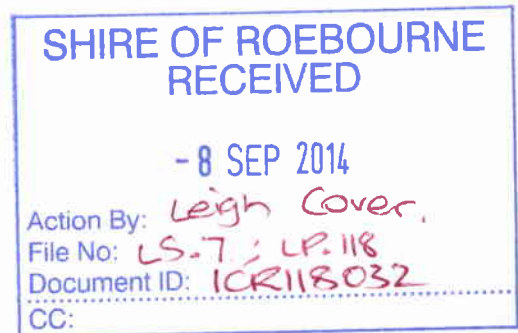
Our Ref: JT1 2011 07343  
Enquiries: Marion Morton  
Telephone: 9420 2683



29 August 2014

City of Karratha  
PO Box 219  
KARRATHA WA 6714

Attention: Leigh Cover



Dear Leigh

**Deed of Release – Relocation of Karratha Agistment Centre Arena**

Further to our meeting held at Karratha on 6<sup>th</sup> August with club representatives and yourself.

We enclose the Deed of Release documents (in triplicate) for execution by the City of Roebourne and Karratha Agistment Centre.

Please inform me when the council has passed the resolution to sign the Deed and provide the date the Deed was signed.

Compensation payment is due 28 days from the date of the Deed of Release being signed. Please arrange for a Tax invoice to be sent to our office. I will then arrange for a cheque to be sent to the City of Karratha.

Please retain a signed copy of the Deed of Release for your records and return two Deeds to our office.

Please do not hesitate to contact me should you have any queries.

Yours sincerely

A handwritten signature in black ink, appearing to be "MM", written over a horizontal line.

Marion Morton  
Property Acquisitions Officer  
**PROCUREMENT & PROPERTY**

## MEMORANDUM

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DATE: 22 August 2014

TO: General Manager Acquisition

CC:

FROM: Principal Project Manager

SUBJECT: **Karratha Agistment Centre Compensation**

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### Background

In order for land to be acquired to facilitate the upgrade of Karratha K1 Wastewater Treatment Plant (WWTP), it was agreed that Water Corporation would assist financially in the relocation of the Karratha Agistment Centre located on land adjacent to the then existing WWTP.

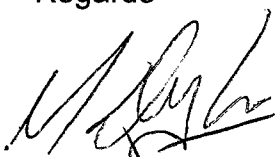
Rigorous negotiations between Water Corporation's Procurement and Property, City of Karratha and Karratha Agistment Centre resulted in a settlement figure of \$625,940 plus any applicable GST being agreed upon to facilitate the relocation of the Karratha Agistment Centre.

In order to close out this agreement, it is necessary for the three attached Deed of Release documents to be signed. Once signed, Water Corporation must remit the above amount to City of Karratha within 28 days.

### Recommendation


It is recommended that the Deed of Release documents and this accompanying memorandum be signed by the General Manager Acquisition and returned to the Principal Project Manager.

Regards




Mark Donoghue  
Principal Project Manager  
Project Management

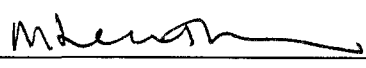
Recommended by Mark Donoghue - Principal Project Manager

Signature  Date 22/08/2014

Endorsed by Nick Churchill – Manager Project Management

Signature  Date 22/8/14

Approved by Mark Leathersich – General Manager Acquisition

Signature  Date 25/08/2014

## Deed of release

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Date ▶

Between the parties

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Water Corporation

**Water Corporation**

(ABN 28 003 434 917) a body corporate established under the *Water Corporation Act 1995* (WA) of John Tonkin Water Centre, 629 Newcastle Street, Leederville, Western Australia

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City of Karratha

**City of Karratha**

(ABN 83 812 049 708) of Lot 1083 Welcome Road, Karratha, Western Australia

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Karratha Agistment Centre

**Karratha Agistment Centre Inc**

(ABN 21 552 070 124) of PO Box 1188, Karratha, Western Australia

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Recitals

- 1 The Water Corporation owns and operates the Plant located on Lot 500, which is subject to Reserve 35053.
  - 2 The Water Corporation requires additional land to expand the Plant to meet demand from the growing Karratha population.
  - 3 On 29 March 2012, Reserve 35053 was amended to include Lot 3921, which is adjacent to Lot 500.
  - 4 The Karratha Agistment Centre had been leasing Lot 3921 from City of Karratha and had constructed the Facilities on Lot 3921.
  - 5 In order to expand the Plant, the Water Corporation requires the Facilities to be relocated.
  - 6 The City of Karratha has identified Lot 3920 as a suitable site for the Facilities to be relocated to.
  - 7 The Water Corporation will pay compensation to the City of Karratha for the Relocation.
  - 8 The City of Karratha wishes to release all conceivable claims against the Water Corporation in respect of the Relocation, in accordance with the provisions of this deed.
  - 9 The Karratha Agistment Centre wishes to release all conceivable claims against the Water Corporation in respect of the Relocation, in accordance with the provisions of this deed.
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This deed witnesses as follows:

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## 1 Definitions

The meanings of the terms used in this deed are set out below.

| Term             | Meaning  |
|------------------|--|
| Compensation Sum | has the meaning given to that term in clause 2(a).   |
| Facilities       | Karratha Agistment Centre's horse arena and other associated facilities located on Lot 3921.   |
| Lot 500          | Lot 500 on Deposited Plan 214062, Crown Land Title Volume LR3017 Folio 210, on which the Plant is located and as identified on the attached plan. Water Corporation is registered as the primary interest holder of Lot 500 under Reserve 35053.             |
| Lot 3920         | Lot 3920 on Deposited Plan 216652, Crown Land Title Volume LR3116 Folio 83, known as Lot 3920 Robins Road, Mulataga and as identified on the attached plan. City of Karratha is registered as the primary interest holder of Lot 3920 under Reserve 30649.   |
| Lot 3921         | Lot 3921 on Deposited Plan 216652, Crown Land Title Volume LR3017 Folio 686, known as Lot 3921 Robins Road, Mulataga and as identified on the attached plan. Water Corporation is registered as the primary interest holder of Lot 3921 under Reserve 35053. |
| Plant            | Karratha Wastewater Treatment Plant.   |
| Related Parties  | Employees, directors, councillors, servants and agents as applicable.  |
| Relocation       | the relocation of the Facilities from Lot 3921 to Lot 3920 or other location agreed between the City of Karratha and Karratha Agistment Centre.  |
| Reserve 35053    | Reserve 35053 comprising Lot 500 and Lot 3921, vested in the Water Corporation under a management order and as identified on the attached plan.  |
| Reserve 40071    | Reserve 40071 which was formerly held by the City of Karratha in relation to Lot 3921 and was replaced by Reserve 35053 and as identified on the attached plan.  |

## 2 Payment

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- (a) The Water Corporation must pay to the City of Karratha on or before 28 days after the date of this deed, the sum of \$625,940.00 plus any applicable GST (the **Compensation Sum**) for the Relocation.
- (b) The City of Karratha warrants to the Water Corporation and the Karratha Agistment Centre that it will make proper arrangements for the Relocation and apply the Compensation Sum to the Relocation.

## 3 Condition precedent

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The provisions of clauses 4, 5, 6 and 7 of this deed are conditional upon and take effect from the payment of the Compensation Sum by the Water Corporation to the City of Karratha under clause 2.

## 4 Release by City of Karratha

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Subject to clause 3, the City of Karratha releases and discharges the Water Corporation and its Related Parties severally from any claim, action, demand, suit or proceeding for damages, debts, restitution, equitable compensation, account, injunction, specific performance or any other remedy that the City of Karratha has or may have against the Water Corporation or any of its Related Parties in respect of:

- (a) the Relocation or any part of the Relocation; and
- (b) any thing related to the Relocation including, without limitation, any damage, loss, cost or expense suffered as a result of the Relocation,

whether arising at common law, in equity, or under statute or otherwise (the **Released Matters**).

## 5 Release by Karratha Agistment Centre

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Subject to clause 3, the Karratha Agistment Centre releases and discharges the Water Corporation and its Related Parties severally from any claim, action, demand, suit or proceeding for damages, debts, restitution, equitable compensation, account, injunction, specific performance or any other remedy that the Karratha Agistment Centre has or may have against the Water Corporation or any of its Related Parties in respect of:

- (a) the Relocation or any part of the Relocation; and
- (b) any thing related to the Relocation including, without limitation, any damage, loss, cost or expense suffered as a result of the Relocation,

whether arising at common law, in equity, or under statute or otherwise (the **Released Matters**).

## 6 Release by Water Corporation

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Subject to clause 2(a), the Water Corporation releases and discharges the City of Karratha and its Related Parties severally from any claim, action, demand, suit or

proceeding for damages, debts, restitution, equitable compensation, account, injunction, specific performance or any other remedy that the Water Corporation has or may have against the City of Karratha or any of the Shire's Related Parties in respect of any remediation work to Lot 3921 in connection with the Relocation or the prior location of the Facilities on Lot 3921, whether arising at common law, in equity, or under statute or otherwise.

## **7 Indemnity**

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Subject to clause 3, the City of Karratha indemnifies the Water Corporation and its Related Parties in respect of any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment that the Water Corporation or any Related Party pays, suffers, incurs or is liable for as a result of the Relocation, unless in respect of any remediation works in connection with the Relocation or the prior location of the Facilities on Lot 3921.

## **8 Plea in bar**

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- (a) Subject to clause 3, the City of Karratha acknowledges that the Water Corporation and its Related Parties are entitled to enforce this deed directly and may plead this deed in bar to any claim or proceeding by the City of Karratha in respect of the Released Matters in clause 4.
- (b) Subject to clause 3, the Karratha Agistment Centre acknowledges that the Water Corporation and its Related Parties are entitled to enforce this deed directly and may plead this deed in bar to any claim or proceeding by the Karratha Agistment Centre in respect of the Released Matters in clause 5.

## **9 Costs and expenses**

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Each party must pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery, stamping and registration of this deed.

## **10 General**

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### **8.1 Governing law and jurisdiction**

- (a) This deed is governed by the laws in force in Western Australia.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts exercising jurisdiction in Western Australia.

### **8.2 Invalidity and enforceability**

- (a) If any provision of this deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 8.2(a) does not apply where enforcement of the provision of this deed in accordance with clause 8.2(a) would materially affect the nature or effect of the parties' obligations under this deed.

### **8.3 Waiver**

No party to this deed may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

### **8.4 Variation**

A variation of any term of this deed must be in writing and signed by the parties.

### **8.5 Assignment of rights**

Rights arising out of or under this deed are not assignable by a party without the prior written consent of the other party.

### **8.6 Severability**

- (a) Subject to clause 8.6(b), the application of any clause of this deed which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Clause 8.6(a) does not apply where the prohibition of the application of any clause of this deed in any jurisdiction would substantially change the nature of the parties' obligations under this deed.
- (c) Clause 4 may not be severed from this deed without affecting the enforceability of the other clauses of this deed.

### **8.7 Entire agreement**

This deed states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

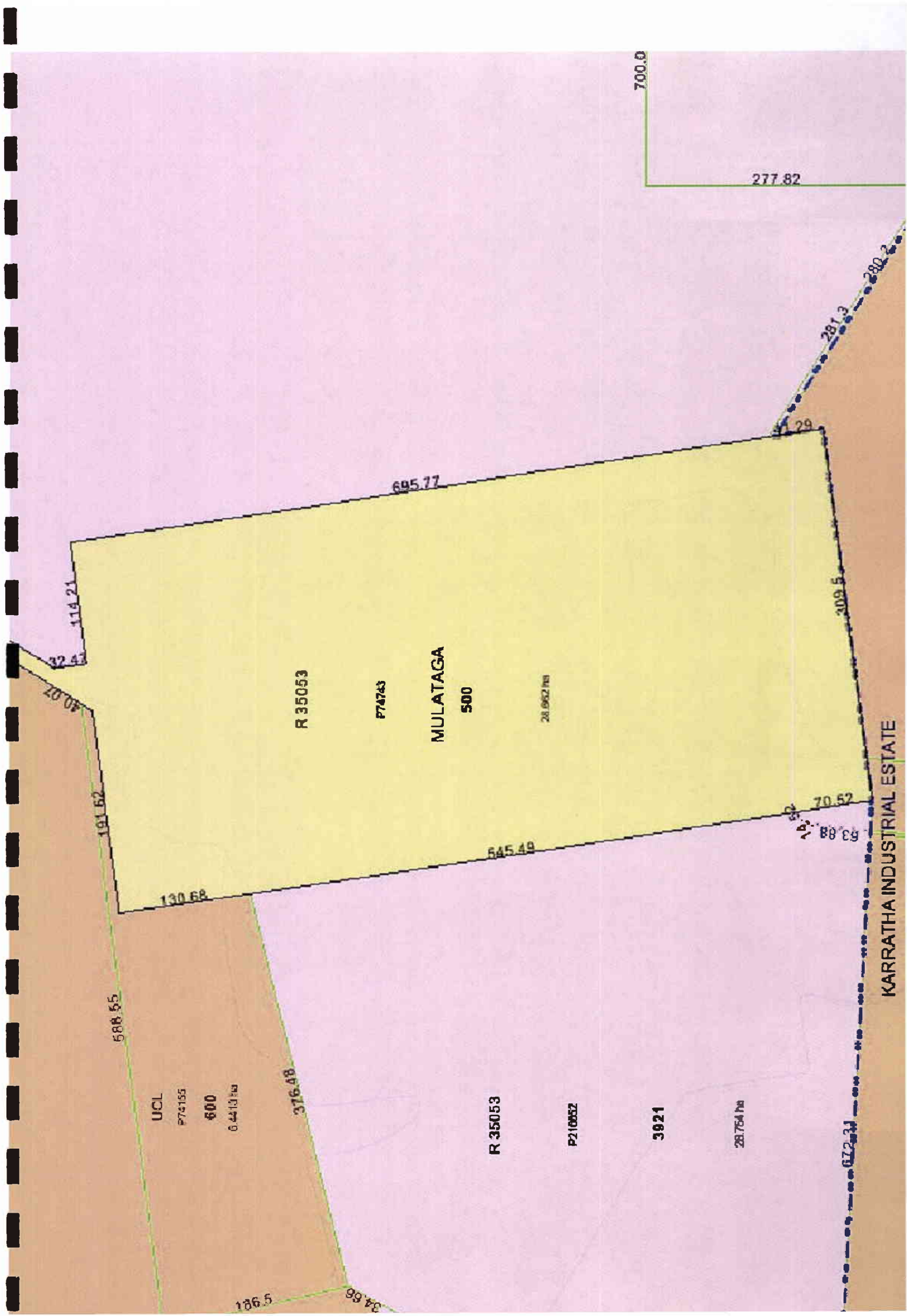
### **8.8 No reliance**

Neither party has relied on any statement by the other party not expressly included in this deed.

### **8.9 Counterparts**

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart.





R 35053

P74743

MULATAGA

500

281.962 ha

695.77

277.82

700.0

281.3

280.2

41.29

409.5

70.52

88.89

545.49

130.68

191.52

40.07

114.21

32.43

588.55

376.48

186.5

34.66

672.31

281.754 ha

3921

P210052

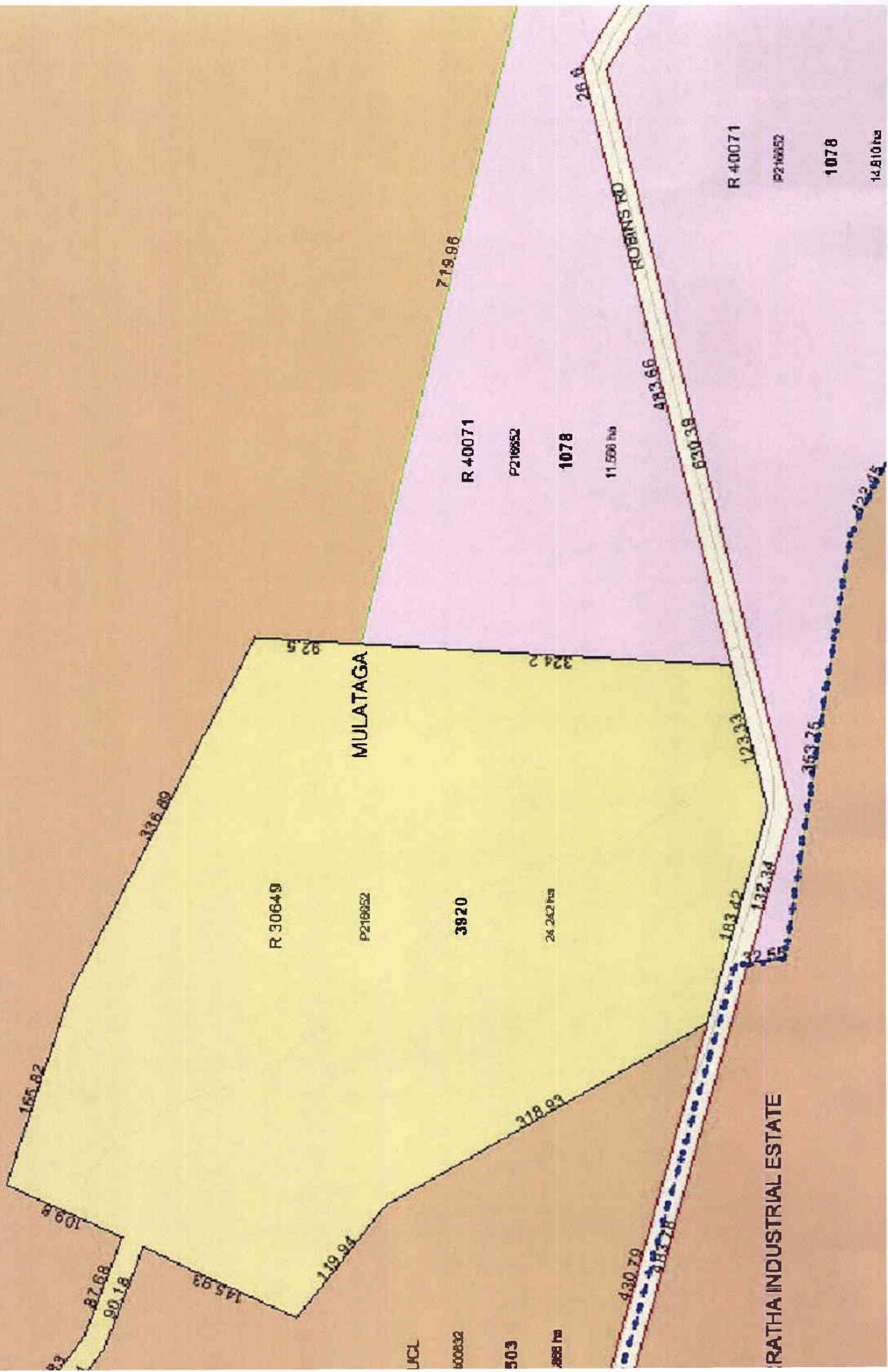
R 35053

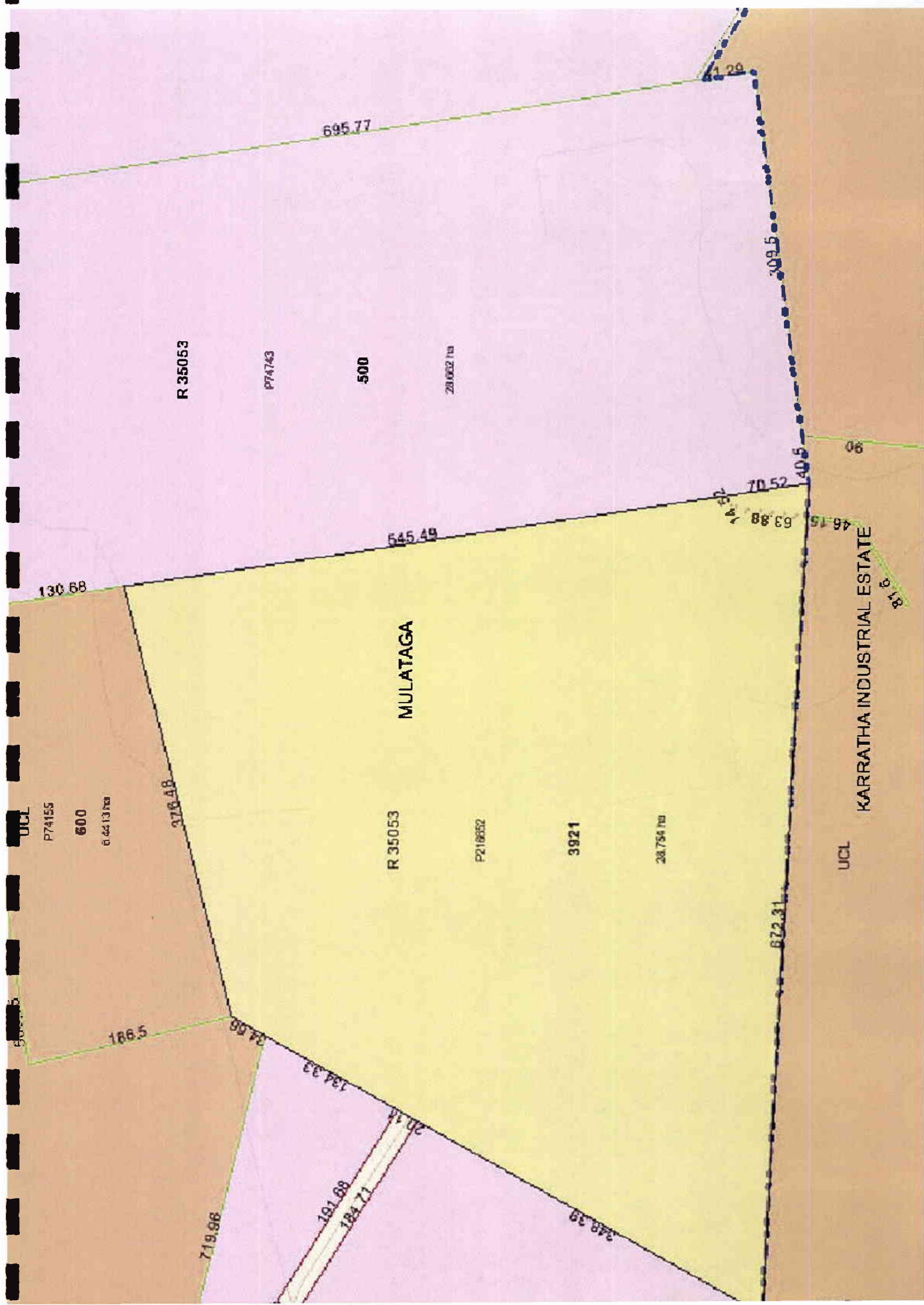
600

6.4413 ha

P74155

UCL





Signing pages

Executed as a deed

**Water Corporation**

Executed by **Water Corporation** by  
a duly authorised Officer:

sign here ► 

print name **Mark Leathersich**

General Manager Acquisitions, Acquisitions  
Group, Water Corporation

**City of Karratha**

Signed, sealed and delivered by  
**City of Karratha**  
(ABN 83 812 049 708) by  
its authorised officers:

sign here ► \_\_\_\_\_

print name \_\_\_\_\_

\_\_\_\_\_ Title

in the presence of

sign here ► \_\_\_\_\_  
Witness

print name \_\_\_\_\_

address \_\_\_\_\_

\_\_\_\_\_ Occupation

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Witness

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Occupation

**Karratha Agistment Centre**

The common seal of

**Karratha Agistment Centre Inc.**

(ABN 21 552 070 124) was affixed by  
authority of a resolution of the Committee  
in the presence of:

*sign here* ► \_\_\_\_\_

*print name* \_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary