
From: Robert Holbrook <robert.holbrook@simwolf.com.au>
Sent: Thursday, 16 March 2023 4:46 PM
To: TPC Enquiry
Cc: David Morris
Subject: [212755] LPS-GEO-TPS – George Town Draft Local Provisions Schedule (LPS) - Austrack Tas 1 Pty Ltd

Importance: High

Categories:

Attention: Ann Cunningham, Delegate (Chair)

Good afternoon,

LPS-GEO-TPS – George Town Draft Local Provisions Schedule (LPS) - Austrack Tas 1 Pty Ltd

As you may be aware, this firm acts for Austrack Tas 1 Pty Ltd.

Our client field representation number 19 dated 31 August 2022 in relation to the draft LPS and intends to participate in the hearing on 23 March 2023.

To that end please find **enclosed** via the following link, statements of evidence from Jen Welch, Kyron Johnson and Samuel Martinello all dated 16 March 2023 for filing:

<https://simwolf.box.com/s/28ymmz3fzx3nl7rma4itx0chv0wu49m6>

Please do not hesitate to contact us if you have any difficulties accessing those statements.

Kind regards,

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STATEMENT OF EVIDENCE

Reference: LPS-GEO-TPS

Author: Jen Welch

Field of expertise: Land Use Planning

Filed on behalf of: Austrak Tas 1 Pty Ltd - Regarding
Representation 19 - Dated 31 August 2022

Date: 21 March 2023

TABLE OF CONTENTS

1.	INTRODUCTION.....	3
1.1	PREAMBLE.....	3
2.	DECLARATION.....	3
2.1	DECLARATION.....	3
3.	Representation.....	4
3.2	Previous Permit.....	4
3.3	Landowner.....	4
3.4	Gas Pipeline.....	5
4.	SECTION 8A GUIDELINES.....	5
4.2	EMZ 1.....	5
4.3	EMZ 2.....	6
4.4	PMZ 1.....	7
4.5	PMZ 2.....	7
4.6	PMZ 3.....	8
5.	CLAUSE 7.6 OF THE STATE PLANNING PROVISIONS.....	8
5.1	CLAUSE 7.6.....	8
6.	APPENDIX A: CURRICULUM VITAE.....	10
7.	APPENDIX B: REPRESENTATION 19.....	11

1. INTRODUCTION

1.1 PREAMBLE

- 1.1.1 This is a statement of evidence from Jen Welch, Planning Technical Leader of GHD Pty Ltd. I hold recognised qualifications in Environmental Planning and Architecture and have 15 years of experience as a Planner and am a Member of the Planning Institute of Australia (Tasmania Division). My Curriculum Vitae is attached in Appendix A.
- 1.1.2 I am the author of representation 19 dated 31 August 2022 ('Representation') prepared by GHD Pty Ltd on behalf of Austrak Tas 1 Pty Ltd ('Austrak'), attached as Appendix B. This statement of evidence should be considered as an expansion on some of the matters raised within that Representation.
- 1.1.3 As part of preparing this statement of evidence, I have reviewed a statement of evidence prepared by Mr Kyrton Johnson on behalf of Austrak that I understand will be filed with the Commission.
- 1.1.4 GHD Pty Ltd has been engaged by Austrak since July 2021 to assist with approvals related to the subject land at Long Reach.

2. DECLARATION

2.1 DECLARATION

- 2.1.1 This statement of evidence has been prepared in accordance with the Tasmanian Planning Commissions Practice Note 14. I have made all enquiries which I believe are desirable and appropriate and no matters of significance which I regard as relevant have to my knowledge, been withheld from the Commission.
- 2.1.2 I have attempted at all times in preparing this statement to distinguish between matters of fact, professional opinion and submission.

Signed:

Date: 21 March 2023

3. REPRESENTATION

3.1.1 Accompanying this Statement of Evidence is the Representation (Appendix B) that was prepared with respect to requirements of Section 34 LPS Criteria of the *Land Use Planning and Approvals Act 1993* ('The Act').

3.1.2 Subsequent to the submission of the Representation the following matters have been addressed.

3.2 PREVIOUS PERMIT

3.2.1 The evidence provided by Mr Johnson includes information related to the issuing of the permit for the land for the Gunns Ltd Pulp Mill Project. As outlined in Section 5 of Mr Johnson's evidence this key element of the previous permit relevant to the land is the wharf facility. The Representation and this statement have been prepared with respect to options for industrial development of the adjoining General Industrial Zoned land. The facilitation of a pulp mill on the site has not been a matter under consideration, this matter is only relevant in demonstrating the existing land use permit and possible potential future use for a wharf facility.

3.3 LANDOWNER

3.3.1 As identified in Section 1 of the Representation, Parks and Wildlife Services ('PWS') is the owner of the land. The Act does not require that the owner be party to the Representation. Any future application for an amendment or permit would be required to be accompanied by the written permission of PWS as the owner of the land.

3.3.2 As a courtesy, Parks and Wildlife Services was contacted on 30 September 2022 for a response to the Representation. Email correspondence was provided to the Planning Authority on 2 December 2022, with the final email indicating the determination that Parks and Wildlife supported the current drafting of the Draft LPS; as follows:

In summary, PWS has no objection to the current draft LPS for George Town as it relates to the Long Reach site and as the landholder does not support any change to the advertised zoning. That is, PWS supports the zoning 'Environmental Management Zone' and notes the following:

- *The previously existing lease agreement for the Gunns LTD pulp mill proposal is considered an arrangement separate to the assessment and approval process for any future development/enterprise proposed for the Longreach site and indeed to this planning process*
- *Whilst the George Town Interim Scheme doesn't appear to allow for a wharf at the site there is an approval pathway provided in the draft LPS through the application of the draft Clause "Access and provision of infrastructure across land in another zone" (Clause 7.6)*
- *'EMZ' zoning is considered appropriate to support a strategic approach to assessing use and development, and the conservation of the values of kanamaluka/Tamar River considering there is currently no Management Plan for the Conservation Area and the presence of the Conservation Covenant*
- *Given the lack of detail available regarding the Austrak proposal the precautionary principle applies per the Schedule 1 Objectives of the Land Use Planning and Approvals Act 1993*

3.3.3 In response to the first point made by PWS, it is agreed that any application for a permit for use and development of the land subject to the lease area will need to be considered at the

time that an application is made, including any commercial arrangements between Austrak and PWS. This is confirmed in the Planning Authority's report on representations as follows:

Despite the zoning, Parks and Wildlife, as the administrators of the land ultimately have control over approval to use the land for any purpose and the degree of environmental assessments required to make them comfortable with such a development.

- 3.3.4 As discussed in Section 1.1 of the Representation, the lease demonstrates that the land owner has previously approved the use and development of the land as a wharf. The former lease agreement with Gunns LTD was provided to Council on 24 November 2022 and includes plan 8313, illustrating the proposed wharf. This support for the intent as a wharf is consolidated by Annexure C of Mr Johnson's Statement of Evidence, section 10.1.3, which demonstrates that a scheme amendment formed part of the impact assessment to facilitate the use and development of a wharf.
- 3.3.5 In response to the second dot point, the application of Clause 7.6 of the Scheme to development of a wharf is not supported. Further discussion in relation to this matter is included in Section 5 of this evidence.
- 3.3.6 In response to the third dot point, that the application of the EMZ is contrary to Guideline 1 under Section 8A of the Act, as discussed further in section 4 of this evidence. Furthermore, as discussed in section 2.3 and 2.4 of the Representation, the development of the land for port facilities is consistent with local and regional strategic planning.
- 3.3.7 In response to the final dot point, no request was received from PWS for further detail. It is assumed that detail of the approved wharf included in the former lease was available to PWS.

3.4 GAS PIPELINE

- 3.4.1 Council identified Tasmanian Gas Pipeline c/o Palisade Asset Management as the authority for the management of the Declared Gas Pipeline Planning Corridor as identified in Section 2.6 of the Representation.
- 3.4.2 Contact was made on 4 November 2022 with Palisade Integrated Management Services through the details provided by Council for a response to the Representation. No response was received.
- 3.4.3 It is considered that the recommended rezoning in itself would not impact on safety requirements of the *Gas Safety Act 2019*.

4. SECTION 8A GUIDELINES

- 4.1.1 Section 8A Guidelines of the Act have been addressed in Section 2.7 of the Representation. While Section 34 of the Act does not directly refer to Section 8A in the LPS Criteria, they provide assistance to authorities as follows:

The Commission may, with the approval of the Minister, issue guidelines for the purpose of assisting planning authorities in respect of –
(a) the preparation of draft LPSs and draft amendments of LPSs; and
(b) the implementation and operation of the Tasmanian Planning Scheme.

- 4.1.2 The following section addresses the Zone Application Guidelines of both the Environmental Management Zone ('EMZ') of the Draft LPS, and the Port and Marine Zone ('PMZ') recommended in the Representation.

4.2 EMZ 1

- 4.2.1 Zone Application Guidelines of the Section 8A Guideline No.1 – Local Provision Schedule: zone and code application (TPC,6/07/2018) the ‘TPC Guidelines’, in relation to Environmental Management Zone, states:

EMZ 1 The Environmental Management Zone should be applied to land with significant ecological, scientific, cultural or scenic values, such as:

- (a) land reserved under the Nature Conservation Act 2002;*
- (b) land within the Tasmanian Wilderness World Heritage Area;*
- (c) riparian, littoral or coastal reserves;*
- (d) Ramsar sites;*
- (e) any other public land where the primary purpose is for the protection and conservation of such values; or*
- (f) any private land containing significant values identified for protection or conservation and where the intention is to limit use and development*

- 4.2.2 There is no evidence that demonstrates the land has significant ecological, scientific, cultural or scenic values. Evidence, as prepared by Mr Johnson, finds that a permit was issued following significant impact assessments demonstrating that the land was approved for the development of a substantial wharf development.

- 4.2.3 It is acknowledged that specialist surveys would need to be revisited at such time as a permit application is made for use and development, these would also be subject to separate legislative controls, including further assessment of the application in accordance with State and Federal environmental legislation.

- 4.2.4 For the application of the EMZ1 it is considered the land satisfies (a) and (c). It does not satisfy (b), (d), (e) or (f).

- 4.2.5 In response to (a), the land is reserved as a Conservation Area under the *Nature Conservation Act 2002* (‘NCA’), Schedule 1 defines the purpose of the reservation as follows:

The protection and maintenance of the natural and cultural values of the area of land and the sustainable use of the natural resources of that area of land including special species timber harvesting.

- 4.2.6 The status of the reserve does not prohibit the potential for use or development of the land.

- 4.2.7 Prior to issuing consent for future permits for use and development in accordance with Section 52 of the Act, PWS would make a determination through the Reserve Activity Assessment (Environmental Impact Assessment) process to take into account requirements of the NCA in its decision making. Therefore, application of standards of the EMZ1 is not necessary to protect these values and would duplicate assessment processes.

- 4.2.8 In response to (c), the land is in a coastal reserve, however, as discussed in Section 2.2.2 of the Representation the proposed development of the land as a wharf is supported by objectives of the *Tasmanian State Coastal Policy 1996* as it is dependant on the coastal location and aligns with existing specified industrial zones.

4.3 EMZ 2

- 4.3.1 EMZ 2 of the TPC Guidelines similarly provides:

EMZ 2 The Environmental Management Zone should be applied to land seaward of the high water mark unless contrary intention applies, such as land with existing, or intended for:

- (a) passive recreation opportunities (see Open Space Zone);*
- (b) recreational facilities (see Recreation Zone);*
- (c) large scale port and marine activities or facilities (see Port and Marine Zone);*
- (d) industrial activities or facilities (see industrial zones); or*
- (e) major utilities infrastructure (see Utilities Zone)*

4.3.2 Guideline EMZ 2 supports the rezoning of the land to Port and Marine Zone, as it has been demonstrated in the previous approvals and the intentions of Austrak that the land is to be developed as a large scale wharf facility.

4.3.3 A large scale wharf facility has previously been approved for the land as demonstrated in the evidence of Mr Johnson. As described in Section 2.1 of the Representation the landowners have been pursuing development options for a substantial industrial estate on the adjoining 590.7Ha of General Industrial Zone. Connectivity to strategic rail, road and water infrastructure will be essential to the operation and development of the industrial estate, and is dependant on the development of wharf facilities on the Crown lease area. This is consistent with Strategic Planning for the region discussed in Section 2.3 of the Representation.

4.4 PMZ 1

4.4.1 PMZ 1 of the TPC Guidelines provides:

PMZ 1 The Port and Marine Zone should be applied to land that is used for large scale port and marine activity, including proclaimed wharf areas as described under section 11(7) of the Land Use Planning and Approvals Act 1993.

4.4.2 This guideline is not relevant to the subject land. Under the Act the following applies:

proclaimed wharf area means the area of a wharf, the boundaries of which have been defined, altered or redefined under the Marine Act 1976 before the commencement of the Port Companies Act 1997;

4.4.3 The land does not, and at no foreseeable time will be able to satisfy the requirements of the definition for proclaimed wharf.

4.5 PMZ 2

4.5.1 I note I addressed this guideline in part 2.7 of the Representation.

4.5.2 PMZ 2 of the TPC Guidelines provides:

PMZ 2 The Port and Marine Zone may be applied to land seaward of the high water mark where it includes existing, or is intended for, large scale port and marine activities or facilities.

4.5.3 PMZ 2 supports the rezoning of the land to Port and Marine Zone. As per discussions in relation to EMZ 2 above, the land seaward of the high water mark has demonstrated existing and intended use of the land as a large scale wharf facility.

4.5.4 Council supports this interpretation in its response to representations:

It is Council's view that as the Crown lease is for the purpose of providing a wharf, that there is a clear intention to provide for port and marine activities and facilities within this location. The approval of the pulp mill permit in 2011 included wharf facilities within the Crown lease area.

4.6 PMZ 3

4.6.1 PMZ 3 of the TPC Guidelines provides:

PMZ 3 The Port and Marine Zone should not be applied to land only intended for small scale or minor port and marine facilities, such as boat ramps, or small scale marinas or jetties.

4.6.2 PMZ 3 supports the rezoning of the land to Port and Marine Zone. As demonstrated in the former lease and permit documents, as per the evidence of Mr Johnson, infrastructure to support the Austrak industrial land is clearly not small in scale as it is for a wharf to support a deep water port and it is not intended as a boat ramp, marina or jetty.

5. CLAUSE 7.6 OF THE STATE PLANNING PROVISIONS

5.1 CLAUSE 7.6

5.1.1 Clause 7.6 of the State Planning Provisions states:

7.6 Access and Provision of Infrastructure Across Land in Another Zone

7.6.1 If an application for use or development includes access or provision of infrastructure across land that is in a different zone to that in which the main part of the use or development is located, and the access or infrastructure is prohibited by the provisions of the different zone, the planning authority may at its discretion approve an application for access or provision of infrastructure over the land in the other zone, having regard to:

- (a) whether there is no practical and reasonable alternative for providing the access or infrastructure to the site;*
- (b) the purpose and provisions of the zone and any applicable code for the land over which the access or provision of infrastructure is to occur; and*
- (c) the potential for land use conflict with the use or development permissible under the planning scheme for any adjoining properties and for the land over which the access or provision of infrastructure is to occur.*

5.1.2 In PWS's response to the Representation included in section 3.2 of this evidence, it is contended that an application for the use of the wharf could be approved in accordance with Clause 7.6 as 'provision of infrastructure'.

5.1.3 In Council's section 35J report on representations it responds to the application of Clause 7.6 of the planning scheme as follows:

This notion is rejected. It is highly unlikely that Clause 7.6 should be interpreted so broadly to allow what would essentially comprise a separate use under the planning scheme or for a port development of significant scale.

5.1.4 This statement by Council is supported. As discussed in Section 2.1 of the Representation the potential future development of the industrial estate would likely be prepared by a variety of leaseholders for various activities requiring separate approvals, including potential for the wharf to be applied for independently.

- 5.1.5 The use and operations of the wharf intended for the site would most clearly fit within the Port and Shipping use class as discussed in Section 2.1 of the Representation. In accordance with the requirements of the SPPs Clause 6.2.5, any permit application would require it to be considered as such:

6.2.5 If more than one use or development is proposed, each use that is not directly associated with and subservient to another use on the same site must be individually categorised into a Use Class.

- 5.1.6 If the industrial estate is to accommodate multiple tenancies then the wharf facility would not be directly associated or subservient to other uses on the same site, and would be individually categorised. To this effect the use would not be able to satisfy Clause 7.6, a rezoning is necessary to facilitate the use of the land as a wharf.

6. APPENDIX A: CURRICULUM VITAE



Jen Welch BARCH GRADDIPENVPLG MPIA
Planning Technical Leader

**Location**

Launceston, Tasmania

Experience

15+ years

Qualifications/Accreditations

- Graduate Diploma of Environmental Planning
- Bachelor of Architecture
- Bachelor of Applied Science

Key technical skills

- Statutory and strategic planning.
- Project Management
- Masterplanning
- Environmental Approvals
- Planning Policy
- Expert Witness

Memberships

- Planning Institute of Australia (PAC-TAS Division)

Relevant experience summary

Joining GHD in 2019 and is based in Launceston, Jen has over 15 years' experience in land use planning. She brings extensive knowledge in environmental planning and architecture and has worked on various projects across Tasmania. Jen's project role regularly includes project management and delivery of planning feasibilities, permit applications and scheme amendments, and she has extensive experience in the requirements and process necessary across a range of relevant legislation. She regularly engages with various authorities and stakeholders to assist in the effective delivery of land use planning projects.

Jen has worked with clients through the planning stages on substantial architectural projects across Tasmania to establish risks and opportunities of the process to deliver greater certainty and project outcomes.

Strategic and Statutory Planning

Preparation and assessment of permit applications for use, development, and subdivision of varying complexity, including managing the process through Council and relevant authorities. Planning feasibility and due diligence.

Project Experience:

- Remount Road Feasibility, Sims Group Australia Holdings Limited
- gH1 Project, Fortescue Future Industries
- Huon Quays, Sullivans Cove Distillery
- Transline, UPC Renewables Australia
- Hobart Metro Plan (with Urbis), Department of State Growth
- Bass Highway Upgrades – Tranche 1, Department of State Growth
- Tamar Crossing Feasibility, Department of State Growth
- Cradle Mountain Expansion, Discovery Holiday Parks.
- MONA Hotel, Pharos Extension, and various other applications for MONA
- The Hedburg, Creative Industries and Performing Arts Building for UTAS
- Hyatt Centric, Hobart
- Hobart Apartments, building and various associated applications for UTAS
- Institute of Marine and Antarctic Studies (IMAS) building and various associated applications for UTAS
- Hobart Aquatic Centre Redevelopment, for Hobart City Council
- Freycinet Lodge Redevelopment, Coles Bay for Federal Group
- Myer Redevelopment, Kalis Properties, Hobart.
- Grosvenor Street Apartments, Grosvenor, Sandy Bay

Jen Welch | Planning Technical Leader

- Liverpool Street Redevelopment, Hobart for Riverlea.

Planning Scheme Amendments

Preparation and assessment of planning scheme amendments including management of multi-disciplinary teams.

Project Experience:

- Stony Rise Village, Tipalea
- Eiger Court rezoning, West Tamar
- Newnham Campus for UTAS
- Inveresk Specific Area Plan for UTAS
- MONA Specific Area Plan, Glenorchy
- Whitestone Point Specific Area Plan, Glenorchy
- Cambria Specific Area Plan, Glamorgan-Spring Bay
- Nubeena Crescent Rezoning and site-specific amendment, Kingborough for UTAS
- Tully Street Rezoning for Residential development, Break'O Day
- North East Droughty Specific Area Plan, Clarence

Master Planning

Site assessment and preparation of masterplans for future development

Project Experience:

- Newnham Campus for UTAS
- Brooks Road for Communities Tasmania
- The Green, Rocherlea
- Whitestone Point Masterplan
- Berriedale Reserve Masterplan

Areas of Planning Experience

- Strategic Planning, Statutory Planning and Policy Development
- Master Planning and Urban Design
- Management of multi-disciplinary teams in the assessment of major development projects
- Presentation of projects and liaison with developers, local and state government, community groups and Council
- Architecture, Heritage and Conservation
- Appearances before the Tasmanian Civil and Administrative Tribunal, and the Tasmanian Planning Commission
- Environmental approvals

7. APPENDIX B: REPRESENTATION 19

23 Paterson Street,
Launceston, Tasmania 7250
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www.ghd.com



Your ref:
Our ref: 12585025

31 August 2022

General Manager
George Town Council
PO Box 161
George Town TAS 7253
via email: Planning@georgetown.tas.gov.au

George Town Draft LPS – Representation in relation to land adjoining Lot 1 East Tamar Highway, Long Reach

Dear Mr Power

This letter has been prepared for Austrak Tas 1 Pty Ltd (Austrak) by GHD Pty Ltd (GHD) as a representation in relation to the George Town Draft Local Provisions Schedule currently exhibited. The representation is with respect to the land at Lot 1 East Tamar Highway and the adjoining land and is to facilitate the strategic use and development of the land as a wharf.

1. Subject Site

Austrak purchased land in 2020, at Lot 1 East Tamar Highway, Long Reach, and the adjoining crown lease in kanamaluka/River Tamar as illustrated in Figure 1. The Certificate of Title for the land is 152001/1 and has an area of 590.7 Ha. The Crown lease agreement is 46962 with an area of 10.37 Ha and includes untitled land in the river and on the coastal edge, which is in the authority of Tasmanian Parks and Wildlife Services. The site has frontage and connections to East Tamar Highway (a Category 1 Highway); the Bell Bay Line, and to kanamaluka.

1.1 Background

The site was formerly owned by Gunns Limited and the legislative framework approved for development as a pulp mill and wharf facilities. A significant amount of vegetation clearance and site modification was undertaken to enable development consistent with the former approvals. The images in Figure 2 illustrate the northern edge of the cleared site looking over dams towards the wharf area. The Gunns Pulp Mill was approved in 2011.

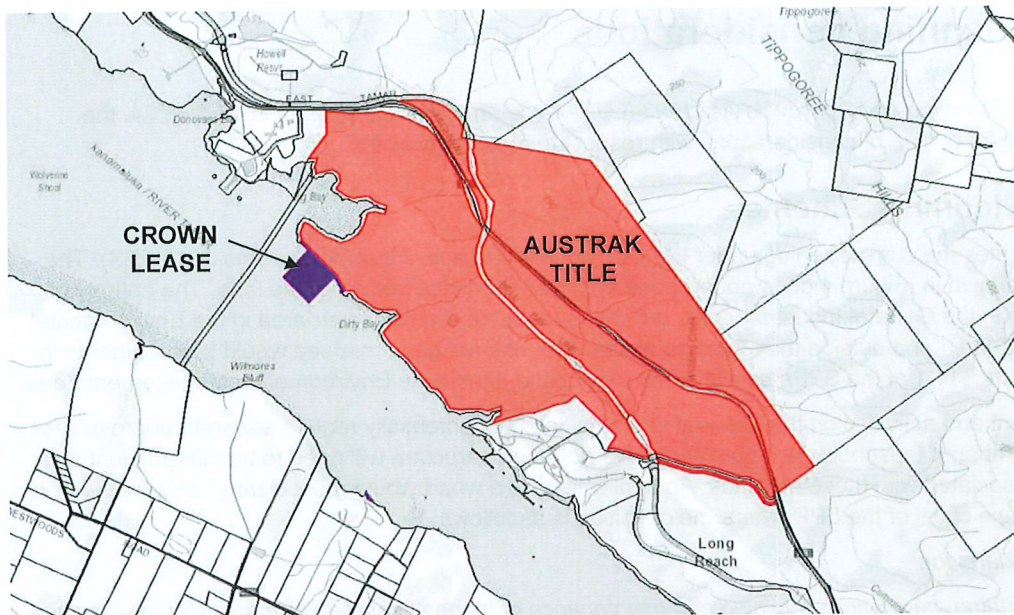


Figure 1 Site Location

Base image and data from theLIST (www.thelist.tas.gov.au). © State of Tasmania.

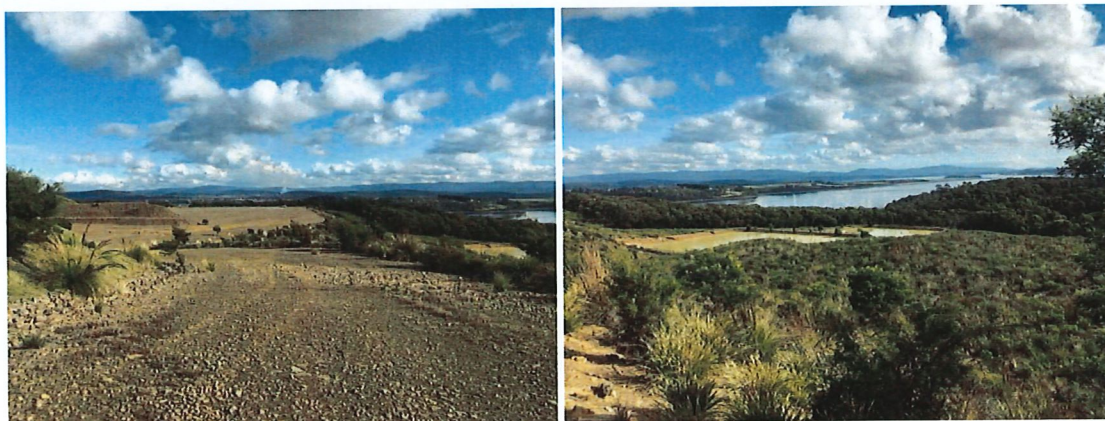


Figure 2 Looking west towards the kanamaluka from edge of Bell Bay line.

The Port and Marine Zone is the most appropriate zone for the land which has been dedicated as a wharf through the Crown Lease.

The Crown Lease was likely not detected through the Council's draft LPS mapping process, however, this representation aims to bring this Crown Lease wharf area and part of the background to the wharf, to the attention of the Council Planning Authority and to clarify a few matters:

- That the purpose of the Crown Lease is to facilitate a future wharf subject to the ordinary development approvals process.
- That feasibility around the construction of a wharf has already been undertaken as part of the former Gunns Pulp Mill proposal which found the land/wharf area to be suitable for a deep water port; and that
- Such assessment included a suite of studies including marine impact assessment, marine ecological assessment, design drawings and assessment.
- Such a wharf would be a significant strategic asset to the Long Reach and Bell Bay Industrial area that would facilitate further industrial development.

2. Planning considerations

The *Land Use Planning and Approvals Act 1993* (LUPAA) determines LPS Criteria in Section 34, the following is a brief outline of considerations with respect to these provisions.

2.1 Planning Scheme

Figure 3 illustrates the current zoning under the *George Town Interim Planning Scheme 2013* (IPS). The Draft LPS as shown in Figure 4 does not propose any changes to the zoning of the land. The entirety of the land title is in the General Industrial Zone, with the coastal reserve and river area in the Environmental Management Zone. Land outside the Municipal district that has not been mapped would be considered in accordance with 7.11.1 of the SPPs as within the close zone, that is the Environmental Management Zone.

As development and activities on the General Industrial land will potentially require separate approvals for a variety and number of leaseholders, approval for the wharf infrastructure will need to be independent and not directly associated with these activities. An application for a wharf would most clearly fit within the Port and Shipping use class of the SPP where the definition is as follows:

use of land for:

(a) berthing, navigation, servicing and maintenance of marine vessels which may include loading, unloading and storage of cargo or other goods, and transition of passengers and crew; or

(b) maintenance dredging.

Examples include berthing and shipping corridors, shipping container storage, hardstand loading and unloading areas, passenger terminals, roll-on roll-off facilities and associated platforms, stevedore and receipt offices, and a wharf.

Both the IPS and SPP prohibit the use of Port and Shipping in the Environmental Management Zone. Furthermore, Use and Development Standards of the Zone are prohibitive to the operation and development of the land for wharf infrastructure servicing a substantial industrial estate.

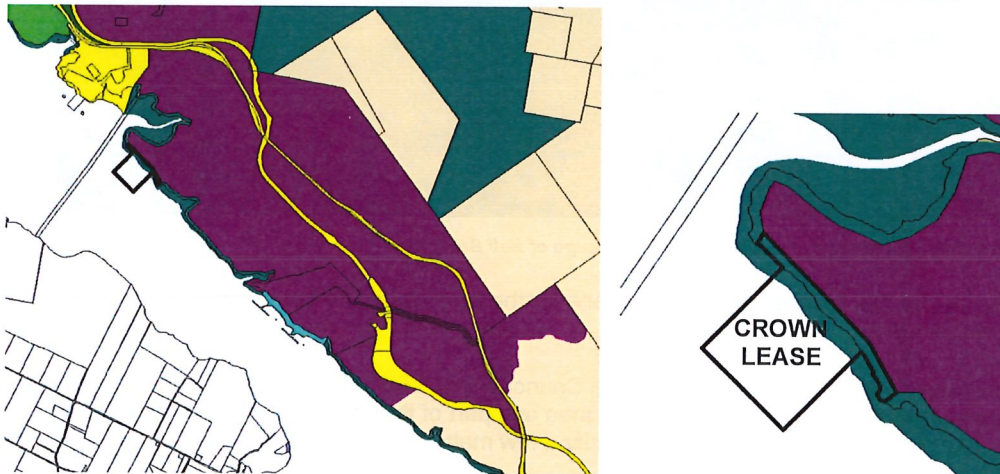


Figure 3 IPS Zoning. Right, inset of Crown Lease

Base image and data from theLIST (www.thelist.tas.gov.au). © State of Tasmania.

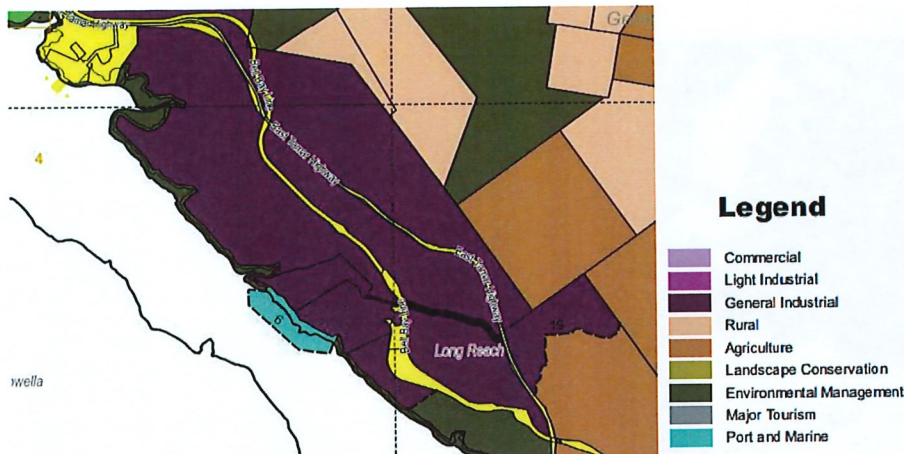


Figure 4 Draft LPS Zoning

The most appropriate Zone for development of wharf infrastructure from the SPP is the Port and Marine Zone, as reflected in the Zone Purpose. This would be consistent with existing wharf infrastructure in Bell Bay and Long Reach.

Also noting the land has already been dedicated to a wharf facility (subject to development approvals) through the Crown Lease.

2.2 Objectives of the Act and State Policies

Previous approval for development occurred in 2011 and post-dates the Objectives of the Act and State Policies. Future use and development will be approved in accordance with standards of the Resource Management and Planning Systems, which have been prepared with respect to the LUPAA and State policies. There are currently no Tasmanian Planning Policies requiring consideration.

2.2.1 State Policy on the Protection of Agricultural Land

The Subject site is not prime agricultural land and is not within an irrigation district, as coastal area that does not adjoin agricultural land rezoning of the land will not result in any loss of agricultural land, consistent with the State Policies for the Protection of Agricultural Land.

2.2.2 Tasmanian State Coastal Policy

The Subject site is within the Coastal Zone and therefore subject to the Tasmanian State Coastal policy. Future development on the land is dependant on the coastal location (policy 2.1.5) and aligns with existing specified industrial zones (policy 2.1.7).

2.2.3 State Policy on Water Quality Management

Future use and development will be required to be prepared with respect to the regulatory standards for water quality management.

2.3 Strategic Planning

The applicable regional land use strategy is the *Northern Tasmanian Regional Land Use Strategy* (RLUS) and was declared in October 2011, only slightly after the approval of the Pulp Mill. The current RLUS does not specifically reference the land, but does recognise it as an urban area (Map D.2) and reference is made to the Northern Industrial Land Study as necessary to further strategic work (p 44), this is discussed further below. The RLUS includes specific strategic directions (G1.3(d), and G3.2(c) that specifically deal with the importance of freight and connectivity.

Map E.2 Northern Tasmania - Economic Features

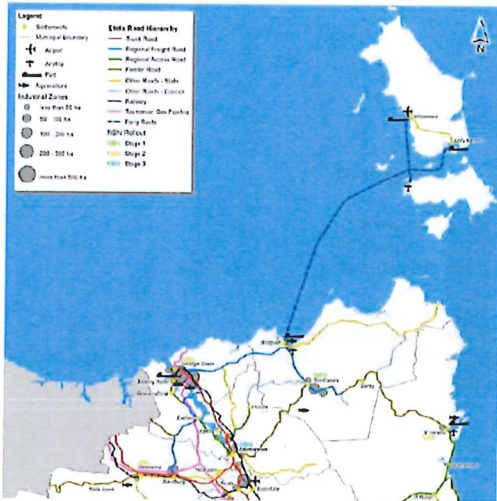


Figure 5 NTRLUS Economic Features

The *Northern Tasmania Industrial Land Supply*¹ identifies the subject site as part of the Bell Bay Industrial precinct, which is of Regional significance. Bell Bay is recognised as Tasmania’s primary deep-water port and largest heavy industrial estate, with available room to expand (p 29). Recommendations (p 52) for the precinct include ‘ensure these precincts allow for a range of uses’ and the following:

Bell Bay: the national and international connectivity of the port is an existing and well documented issue. For the precinct’s future development opportunity this remains a key issue, as well as rail connectivity to the precinct and its port. It is recommended to continue to undertake actions to enhance these connectivity issues

The rezoning of the Crown lease is considered as far as practicable to be consistent with the RLUS and the subsequent industrial land use strategy that it refers to.

2.4 Strategic Plan

The applicable strategic plan is the *George Town Strategic Plan 2020-2030*. Facilitation of the effective use of the Industrial land on the Subject site is consistent with the prosperity directions that recognise ‘The Bell Bay Advanced Manufacturing Zone and associated port facilities is a state level asset and potential source of future industrial and business diversification’.

The rezoning of land is consistent with the local Government strategic plan.

2.5 Adjacent Municipal area

The Crown Lease is on the edge of the George Town municipal area and relies on section 7 of the Act for consideration of any future use and development for the entirety of the lease area. The municipal area on the other side of kanamaluka is around a kilometre away and is in the West Tamar municipal area. Zoning of land is Environmental Management Zone for the coastal foreshore and Agriculture Zone behind.

Rezoning of the land is not considered to be inconsistent with the zoning of the adjoining municipal LPS. It is well co-ordinated with road, rail and shipping infrastructure to facilitate the efficient transport and distribution of agricultural produce.

¹Accessed 3/8/2022 at: https://ntdc.org.au/wp-content/uploads/2018/02/Industrial-Land-Study-Northern-Tasmania_FINAL_101014.pdf

2.6 Gas Safety

The location of the Crown lease area includes partial encroachment into the Declared Gas Pipeline Planning Corridor as described in Figure 6.

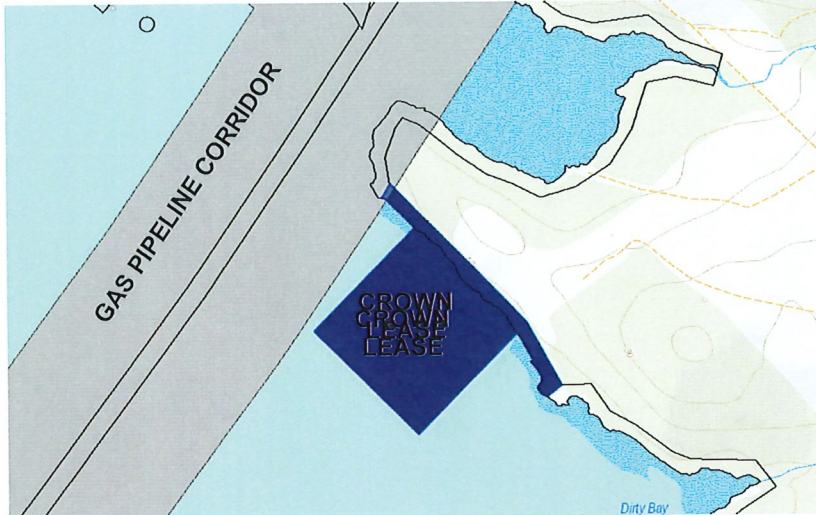


Figure 6 Declared gas pipeline relative to Crown lease

Base image and data from theLIST (www.thelist.tas.gov.au). © State of Tasmania.

Future use operation and development of the site will be prepared with respect to the requirements of the operator of the pipeline in accordance with the safety requirements of the *Gas Safety Act 2019*.

2.7 TPC Guidelines

Zone Application Guidelines of the *Section 8A Guideline No.1 – Local Provision Schedule: zone and code application* (TPC,6/07/2018) the 'TPC Guidelines', identifies the Port and Marine Zone as the appropriate zone for large scale port and marine activity. Specifically with the following:

PMZ 2 The Port and Marine Zone may be applied to land seaward of the high water mark where it includes existing, or is intended for, large scale port and marine activities or facilities.

This is consolidated by the guidelines of the Environmental Management Zone EMZ 3 which advise that land seaward of the high water mark should be in the EMZ, unless land is intended for large scale port and marine activities or facilities, where it should be included in the Port and Shipping Zone.

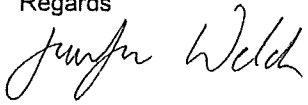
3. Summary

Austrak are currently establishing partnerships for development of their land. It is imperative for the operation of this regionally significant industrial site to be able to have access to wharf infrastructure. The development of infrastructure has previously been approved and is necessary to provide the connection between key transport infrastructure for rail, water and road.

In recognition of the previous approvals, and local and regional significance of the industrial precinct, it is requested that the area of land subject to the Crown Land Lease and within the municipal boundaries be considered for zoning in the Port and Marine Zone to facilitate use and development for a wharf. It is also recommended that the rezoning should be implemented with the declaration of the SPP for George Town. As demonstrated in this letter the rezoning would have a high degree of compliance with S34 LPS Criteria of the Act and is consistent with the TPC Guidelines for land intended to be used as a wharf to be included in the Port and Shipping Zone.

Please do not hesitate to contact me should you wish to discuss or require additional information in support of this request.

Regards

A handwritten signature in black ink that reads "Jen Welch". The signature is written in a cursive, flowing style.

Jen Welch
Planning Technical Leader

+61 3 63325547
jen.welch@ghd.com

STATEMENT OF EVIDENCE

Reference: LPS-GEO-TPS

Author: Kyron Johnson

Field of expertise: Legal Practitioner

Filed on behalf of: Austrak Resources Pty Ltd - Representor

Date: 16 March 2023

Table of Contents

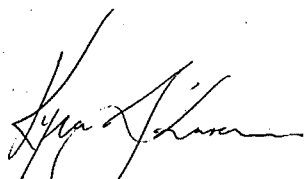
1. Introduction	3
2. Declaration	3
3. Previous Wharf Facility Approval	4
4. Permit Acceptance Process	5
5. Wharf Facility Studies	6
6. Other Matters	7
7. Links to Sources.....	7
8. List of Annexures	10
9. Annexures	11

1. Introduction

- 1.1 The purpose of this statement (the **Statement**) is to provide some factual clarification relevant to the representation provided on behalf of Austrak Resources Pty Ltd (**Austrak**) by GHD Pty Ltd dated 31 August 2022 (the **Representation**).
- 1.2 In particular, this Statement is furnished for the purposes of providing further factual clarification regarding the following matters that were referred to in section 1.1 Background in the Representation being:
- "That the purpose of the Crown Lease is to facilitate a future wharf subject to the ordinary development approvals process;
 - The feasibility around the construction of a wharf has already been taken as part of the former Gunns pulp mill proposal which found the land/wharf area to be suitable for a deep water port; and that
 - Such assessment included a suite of studies including marine impact assessment, marine ecological assessment, design drawings and assessment."

2. Declaration

- 2.1 This Statement has been prepared in accordance with the Tasmanian Planning Commissions Practice Note 14.
- 2.2 I am a legal practitioner at Simmons Wolfhagen Lawyers. I hold a Juris Doctor degree, a Master of International Law, Governance and Public Policy, Graduate Diploma of Legal Practice and Graduate Diploma of Business.
- 2.3 I have made all enquiries which I believe are desirable and appropriate and no matters of significance which I regard as relevant have to my knowledge, been withheld from the Commission.
- 2.4 I have attempted at all times in preparing this Statement to distinguish between matters of fact, professional opinion, and submission.
- 2.5 I declare that I have made all the enquiries which I consider desirable or appropriate, and no matters of significance which I regard as relevant have, to my knowledge, been withheld.



Kyron Johnson
Solicitor
Simmons Wolfhagen Lawyers
16 March 2023

3. Previous Wharf Facility Approval – Permit and Approval Process – Summary

3.1 The Gunns Ltd pulp mill project (the Project):

- (i) Was declared a project of State significant on 22 November 2004.
- (ii) Included the construction of a wharf facility and pulp warehouse depicted as Location 8 on *Figure 1* below with the construction footprint at that wharf location more particularly depicted at *Figure 2* below.
- (iii) Gained approval by the issuance of a permit which came into effect upon the approval of each House of Parliament in the State of Tasmania in accordance with s.7 and s.8 of the *Pulp Mill Assessment Act 2007* (the **PMA Act**) (the **Permit**).

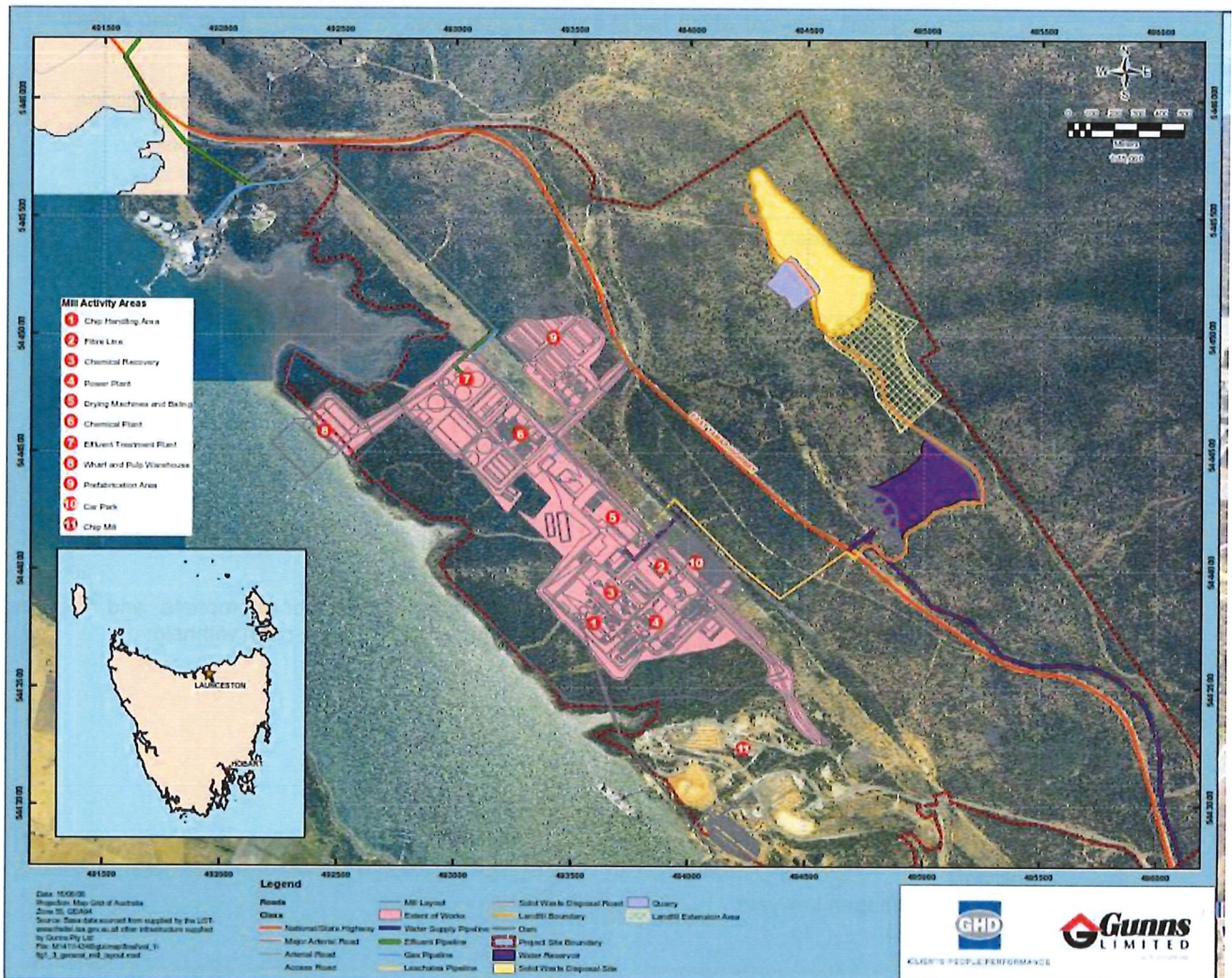


Figure 1 - Proposed Pulp Mill Project site (source 32/11709/9026 Bell Bay Pulp Mill Draft Integrated Impact Statement).

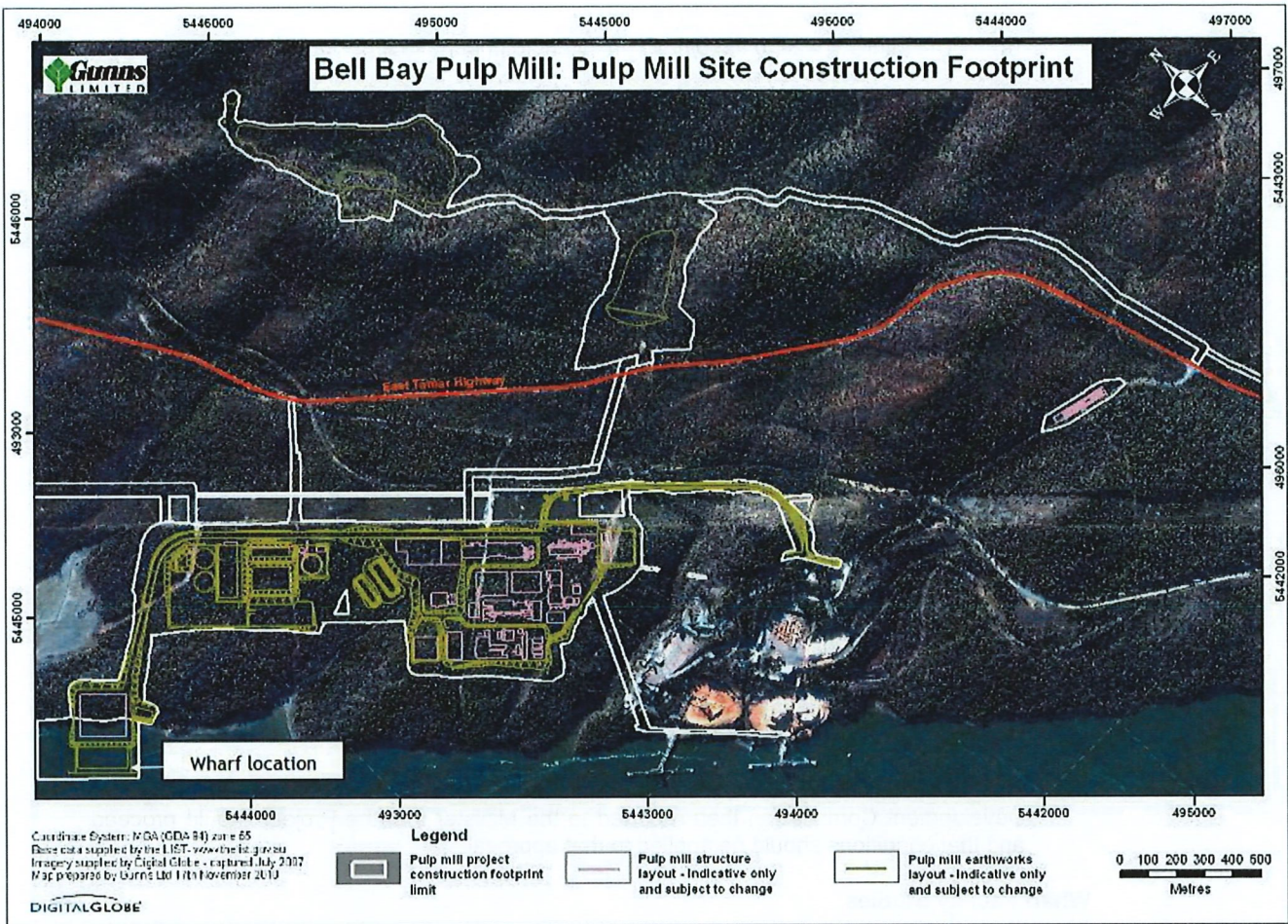


Figure 1: Pulp mill site construction footprint, showing location of wharf

Figure 2 - Proposed Pulp Mill Construction Footprint including wharf (source 32/11709/9026 Bell Bay Pulp Mill Draft Integrated Impact Statement).

- 3.2 The following paragraphs of this Statement and the attachment provide information sources I have identified as relevant to an understanding of the process undertaken to assess the Project culminating in the issuance of the Permit. This Statement has particular emphasis on the studies I have identified through analysis as relevant to the assessment of that part of the Project which comprised the use and development for a wharf facility as referred to above.
- 3.3 To prepare this Statement I undertook desktop research with sources of information obtained from the Tasmanian Parliament including Hansard, Parliamentary Tabled Papers, Vote Proceedings, the Parliamentary Library, Tasmanian State Library, the Australian Parliament, Office of the Commonwealth Chief Scientist and the Department of Environment and Water Resources. Links to relevant sources as provided by the Tasmanian Parliamentary Library used as part of this Statement are provided below.
- 3.4 Reports are originals to the extent that they are obtained from digital sources. In some circumstances I have highlighted relevant sections for ease of reference.
- 4. Permit Acceptance Process**
- 4.1 The Permit acceptance process can be summarised as follows:

-
- (i) Pursuant to the provisions of the PMA Act:
 - (a) The Minister was to appoint a consultant to undertake an assessment of the Project.
 - (b) The consultant was required, amongst other things, to consider documents that had been received by and prepared for the Resource Planning and Development Commission in accordance with final scope guidelines that had been prepared pursuant to the provisions of the *State Policies and Project Act 1993* (the **SPP Act**).
 - (c) The consultant was to then report to the Minister following that assessment as to whether the Project should proceed or not proceed, and if it were to proceed, the consultant was to provide conditions that should apply to the Project.
 - (d) If the consultant recommended to the Minister that the Project should proceed and that conditions could apply to the Project, the Minister was then to prepare a Permit to be tabled in each House of Parliament.
 - (e) The Project would be approved if each House of Parliament by resolution then accepted the Permit.
 - (ii) Pursuant to the above provisions, the Minister did appoint a consultant and the consultant duly considered the plethora of documents that had been received or prepared for the Resource Planning and Development Commission for the purposes of its assessment under the SPP Act. Much of that documentation was comprised within a Draft Integrated Assessment Statement (**Draft ISS**) prepared by and on behalf of Gunns Ltd and which included a number of reports that had been prepared by and on behalf of Gunns Ltd specifically relating to the elements of the Project which comprised the wharf facility use and development referred to earlier in this Statement.
 - (iii) The consultant having considered the material prepared for the Resource Planning and Development Commission then reported to the Minister that the Project should proceed and that conditions should be applied to that approval.

5. Wharf Facility Studies

- 5.1 I have conducted an analysis of the content of the Draft ISS and the outcome of that analysis is set out in the following paragraphs.
- 5.2 The approved wharf facility was to be constructed and operated to accommodate:¹
 - (a) Mooring of purpose-built pulp freighters with capacity of up to 65,000 dead weight tonnage.
 - (b) Despatch and transport of pulp product from the warehouse/terminal.
 - (c) Receipt and handling of heavy plant and equipment during the construction period.
 - (d) Receipt and handling of equipment by mobile cranes required for ongoing operations on a periodic basis, and portainer crane as an option.
- 5.3 The wharf was approved with the following specifications:
 - (a) 224m long loading quay (wharf deck);
 - (b) Wharf deck level of RL+5m;
 - (c) Depth along berthing face to allow for vessel draft of 13m;
 - (d) 20m quay to allow tractor trailers to pass each other;

¹ Annexure A - Draft IIS Vol 2b Description of the Proposed Wharf Facility.

-
- (e) 10m wide approach trestles; and.
 - (f) Heavy lift bay to facilitate operation of mobile cranes as required.
- 5.4 The wharf's construction and operation were the subject of land use analysis and evaluation. This included environmental, biodiversity and marine ecosystems studies all incorporated in the Draft ISS.
- 5.5 The Draft IIS Volume 2a and 2b, document 32/11709/IIS included the "*Bell Bay Study Area (Pulp Mill, Wharf, Landfill, Quarry and Water Reservoir (Report))*". It provided a description of the existing environment in the immediate area, impact assessment methodology, and potential impacts and management measures for the pulp mill, wharf facility, landfill, quarry and water reservoir. Paragraphs 5.6 – 5.18 below contain relevant extracted studies and plans relevant to the design, construction and operation of the wharf facility.
- 5.6 Within the Report section 4 had regard to potential environmental impacts and management measures relating to the wharf's construction and operation, in particular the Estuarine Ecology (refer section 4.8) and Terrestrial Fauna (refer section 4.10).²
- 5.7 The Report had regard to a description and plans of the wharf facility providing detail concerning its construction and operation.³
- 5.8 Section 10 of the Report had regard to assessments relating to land use and planning, including the potential environmental impacts and management measures concerning the wharf facility.⁴
- 5.9 All environmental measures contained with section 10 of the Report provided a matrix concerning the degree to which environmental impacts were measured and assessed.⁵
- 5.10 Section 10 provided a series of assessments relating to the wharf facilities, comments included the following:⁶
- "No geoconservation areas are listed on or surrounding the proposed development site (Parks and Wildlife Service 2004)".*
- "..... impacts on geology and soils are considered to be insignificant".*
- "Loss or damage to native vegetation (general)***
- The construction of the Wharf would result in the direct loss of 4.6 hectares of non-threatened native vegetation in relatively good condition. It may also result in a localised reduction in species richness, via localised extinction (within the study area) of species. It is difficult to accurately quantify impacts in a local context without surveying the local (5 km radius) area. However, it should be noted that similar habitat and vegetation communities are common within the local area".*
- "Loss or damage to a population of a nationally significant flora species***
- No nationally threatened flora species have been identified from within the Wharf site. However, there is potential habitat within the site for one species of National significance, *Glycine latrobeana*. It is highly unlikely that this species is present within the study area, owing to the intensity of the field surveys. Therefore, any potential impact is deemed unlikely".*
- 5.11 Appendix 64 contained in Volume 18 of the Draft IIS provided wharf studies prepared by GHD. These studies had regard to the impacts a wharf would have on the hydrodynamics of the Tamar

² Annexure B s 4 Pot Env Imp Mgt Measures.

³ Annexure A - Draft IIS Vol 2b Description of the Proposed Wharf Facility.

⁴ Annexure B - Draft IIS Vol 2b Pot Env Impacts and Mgt Measures.

⁵ Annexure B - Draft IIS Vol 2b Pot Env Impacts and Mgt Measures Assessments (refer tables).

⁶ Annexure B - Draft IIS Vol 2b Pot Env Impacts and Mgt Measures (Section 10 pages 8, 9 and 23).

River, the purpose of the report was to gain insight into understanding the interaction of the wharf with the body of water.⁷

- 5.12 The image below, extracted from the GHD report, provides the location of monitoring stations around the wharf area measuring comparative assessments of currents and the bed-shear stress. The monitoring stations are depicted as red dots, with the orange area protruding into the river, depicting the wharf facility.



Figure 4 extract – GHD Proposed Bleached Kraft Pulp Mill in Northern Tasmania Hydrodynamic Modelling Associated with a Proposed Wharf Facility in Bell Bay Report).

- 5.13 Volume 11 of the Draft IIS provided a report prepared by Aquenal Pty Ltd. It addressed marine biological and sediment survey at the proposed Project wharf site. The survey was aimed at characterising the marine communities, seabed habitats and sediment conditions that occur at the proposed wharf site.⁸ Below is an image extracted from the Aquenal Pty Ltd survey report showing the sampling sites around the wharf area.

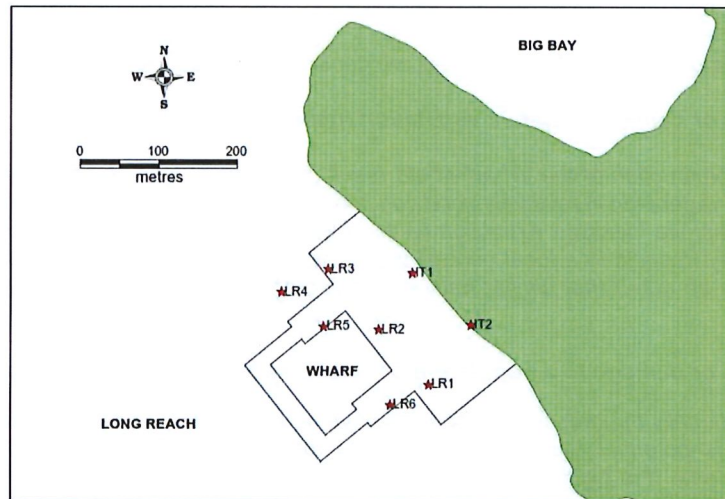


Figure 2 Map of the sampling sites for rocky intertidal transect surveys (IT1 and IT2), and benthic infauna and sediment assessments (LR1 to LR6) at the proposed wharf site.

Figure 5 extract – GHD Proposed Bleached Kraft Pulp Mill in Northern Tasmania Hydrodynamic Modelling Associated with a Proposed Wharf Facility in Bell Bay Report).

⁷ Annexure D - GHD Hydrodynamic Modelling Report.

⁸ Annexure E - Draft IIS Vol 11 Aquenal marine bio and sed survey proposed wharf site.

-
- 5.14 A Terrestrial Fauna Report prepared by consultants GHD was contained in Volume 13 of the Draft IIS. The proposed wharf area was included in the report. The report outlined that terrestrial fauna included reptiles, amphibians, terrestrial and semi-aquatic mammals, non-aquatic invertebrates and non-pelagic birds.⁹
- 5.15 The Terrestrial Fauna Report dealt with impacts and mitigation measures across a range of species located in the proposed wharf area. Some of the species included, Australasian Shoveler and Bittern, Pied Oystercatcher, Little Tern and Caspian Tern, Red-necked stint, grey-tailed tattler and Ruby Ternstone.¹⁰
- 5.16 The Terrestrial Fauna Report was peer reviewed by Brett Lane and Associates Pty Ltd who's expertise concerns fauna habitats and populations, and the impacts of development projects. He concluded GHD had used appropriate methodology and covered the available literature adequately.¹¹
- 5.17 Volume 15 of the Draft IIS provided a report concerning the conceptual design study of the wharf facility for the pulp mill. The report undertaken by Maunsell Australia Pty Ltd considered several design criteria factors including environmental data relating to tidal planes, wind, waves and currents.¹²
- 5.18 The Project Construction Monitoring Plan also contained a report from Aquenal Pty Ltd. That report set a monitoring program designed to monitor potential and expected impacts on estuarine and marine biota from construction and operation of specified components of Project infrastructure including the wharf.¹³
- 5.19 The Draft IIS was evaluated by the consultants appointed by the Minister, SWECO PIC Oy, against the Final Scope Guidelines and PMA Act.
- 5.20 The report prepared by SWECO PIC Oy contained no concerns or non-compliance issues with the wharf facility assessments against the Final Scope Guidelines or PMA Act.

6. Other Matters

- 6.1 On 28 September 2011 the then Director of the EPA concluded the Permit has been substantially commenced.¹⁴

7. Links to sources

- 7.1 Office of the Chief Scientists reports
<http://www.environment.gov.au/epbc/notices/assessments/2007/3385/information.html>
- 7.2 Tasmanian assessments by consultants Sweco Pic Oy, and ITS Global for the Minister for Planning, Tasmania.
<https://stors.tas.gov.au/au-7-0050-00033688>
- 7.3 Department of Environment and Water Resources recommendation report
<http://www.environment.gov.au/epbc/notices/assessments/2007/3385/pubs/recommendation-report.pdf>
- 7.4 State Library of Tasmania archive
<https://stors.tas.gov.au/au-7-0050-00025858>
- 7.5 Tasmanian Parliament
<https://www.parliament.tas.gov.au/ParliamentSearch/IsysHAVotes.html>

⁹ Annexure F – GHD Fauna Report (refer report page ii 'terminology').

¹⁰ Annexure F – GHD Fauna Report (refer to report pages 106 through 111).

¹¹ Annexure G - Expert witness report peer review Brett Lane.

¹² Annexure H - Maunsell Australia Wharf Design Report.

¹³ Annexure I - Draft IIS Section 4 Wharf Construction Monitoring (refer PDF Aquenal Report pages 7 through to 9).

¹⁴ Annexure J - EPA Reasons.

8. List Annexures

1. Annexure A - Draft IIS Vol 2b Description of the Proposed Wharf Facility.
2. Annexure B – s.4 Pot Env Imp Mgt Measures.
3. Annexure A - Draft IIS Vol 2b Description of the Proposed Wharf Facility.
4. Annexure C - Draft IIS Vol 2b Pot Env Impacts and Mgt Measures.
5. Annexure C - Draft IIS Vol 2b Pot Env Impacts and Mgt Measures Assessments (refer tables).
6. Annexure C - Draft IIS Vol 2b Pot Env Impacts and Mgt Measures (section 10 page 8, 9 and 23).
7. Annexure D - GHD Hydrodynamic Modelling Report.
8. Annexure E - Draft IIS Vol 11 Aquenal marine bio and sed survey proposed wharf site.
9. Annexure F - GHD Fauna Report (refer report page ii 'terminology').
10. Annexure F - GHD Fauna Report (refer to report pages 106 through 111).
11. Annexure G - Expert witness report peer review Brett Lane.
12. Annexure H - Maunsell Australia Wharf Design Report.
13. Annexure I - Draft IIS Section 4 Wharf Construction Monitoring (refer PDF Aquenal Report pages 7 through to 9).
14. Annexure J – EPA Reasons.

9. Annexures

STATEMENT OF EVIDENCE

Reference: LPS-GEO-TPS

Author: Samuel Martinello

Filed on behalf of: Austrak Resources Pty Ltd

Date: 16 March 2023

TABLE OF CONTENTS

1.	INTRODUCTION.....	3
1.1	PREAMBLE.....	3
2.	DECLARATION	3
2.1	DECLARATION.....	3
3.	STATEMENT	4

1. INTRODUCTION

1.1 PREAMBLE

This is a statement of evidence from Samuel Martinello. I am Commercial Manager at Austrak Resources Pty Ltd (**Austrak**). I hold recognised qualifications as a Chartered Accountant.

1.1.1 I have been authorised to make this statement on Austrak's behalf.

2. DECLARATION

2.1 DECLARATION

2.1.1 This statement of evidence has been prepared in accordance with the Tasmanian Planning Commissions Practice Note 14. I have made all enquiries which I believe are desirable and appropriate and no matters of significance which I regard as relevant have to my knowledge, been withheld from the Commission.

2.1.2 I have attempted at all times in preparing this statement to distinguish between matters of fact, professional opinion and submission.

Signed:



Date:

16 March 2023

3. STATEMENT

- 3.1.1 The purpose of this statement is to provide some factual clarification relevant to the Representation provided on behalf of Austrak by GHD Pty Ltd dated 31 August 2022. That Representation is attached and marked "A" (the **Representation**).
- 3.1.2 I refer to section 1 – Subject Site in the Representation where reference is made to the Crown Lease Agreement 46962. I attach a copy of the Lease which is marked "B".
- 3.1.3 I refer to section 3 – Summary of the Representation where it is stated that "*Austrak are currently establishing partnerships for development of their land. It is imperative for the operation of this regionally significant industrial site to be able to have access to wharf infrastructure.*" Austrak has reached agreement with Woodside Energy Limited which secures a portion of Austrak's land for a proposed hydrogen plant. Attached marked "C" is Woodside Energy Limited's media release to the ASX confirming these arrangements and its intentions, and therefore the intended use of Austrak's land. I am able to confirm on behalf of Austrak the stated imperative for access to wharf infrastructure in order to facilitate the intended and proposed operations on the site and to facilitate the export of ammonia to Japan from the Bell Bay area as referred to in Woodside's media release.
- 3.1.4 I again refer to section 3 – Summary of the Representation. In order to facilitate the intended use for Austrak land in accordance with the partnerships being established including that with Woodside, Austrak has caused to have filed an application to vary a nature conservation covenant C934275 established under the provisions of the *Nature Conservation Act 2002*. The application:
- (i) has been filed with the Department of Natural Resources and Environment Tasmania on 15 February 2023;
 - (ii) has been supported by detailed ground surveys conducted by North Barker and established in a report dated 13 January 2023;
 - (iii) seeks to amend the conservation covenant in a way that maintains the amount of area originally designated for conservation but would position that area in a more appropriate location representing those parts of the land with higher priority vegetation and habitat;
 - (iv) consequently preserves the beneficial impact of the covenant and at the same time will facilitate the sensible and progressive development of the land.
- 3.1.5 The areas protected by the conservation covenant do not include the area subject to the Crown Land Lease referred to in section 3 – Summary of the Representation.

"A"

23 Paterson Street,
Launceston, Tasmania 7250
Australia
www.ghd.com



Your ref:
Our ref: 12585025

31 August 2022

General Manager
George Town Council
PO Box 161
George Town TAS 7253
via email: Planning@georgetown.tas.gov.au

George Town Draft LPS – Representation in relation to land adjoining Lot 1 East Tamar Highway,
Long Reach

Dear Mr Power

This letter has been prepared for Austrak Tas 1 Pty Ltd (Austrak) by GHD Pty Ltd (GHD) as a representation in relation the George Town Draft Local Provisions Schedule currently exhibited. The representation is with respect to the land at Lot 1 East Tamar Highway and the adjoining land and is to facilitate the strategic use and development of the land as a wharf.

1. Subject Site

Austrak purchased land in 2020, at Lot 1 East Tamar Highway, Long Reach, and the adjoining crown lease in kanamaluka/River Tamar as illustrated in Figure 1. The Certificate of Title for the land is 152001/1 and has an area of 590.7 Ha. The Crown lease agreement is 46962 with an area of 10.37 Ha and includes untitled land in the river and on the coastal edge, which is in the authority of Tasmanian Parks and Wildlife Services. The site has frontage and connections to East Tamar Highway (a Category 1 Highway); the Bell Bay Line, and to kanamaluka.

1.1 Background

The site was formerly owned by Gunns Limited and the legislative framework approved for development as a pulp mill and wharf facilities. A significant amount of vegetation clearance and site modification was undertaken to enable development consistent with the former approvals. The images in Figure 2 illustrate the northern edge of the cleared site looking over dams towards the wharf area. The Gunns Pulp Mill was approved in 2011.

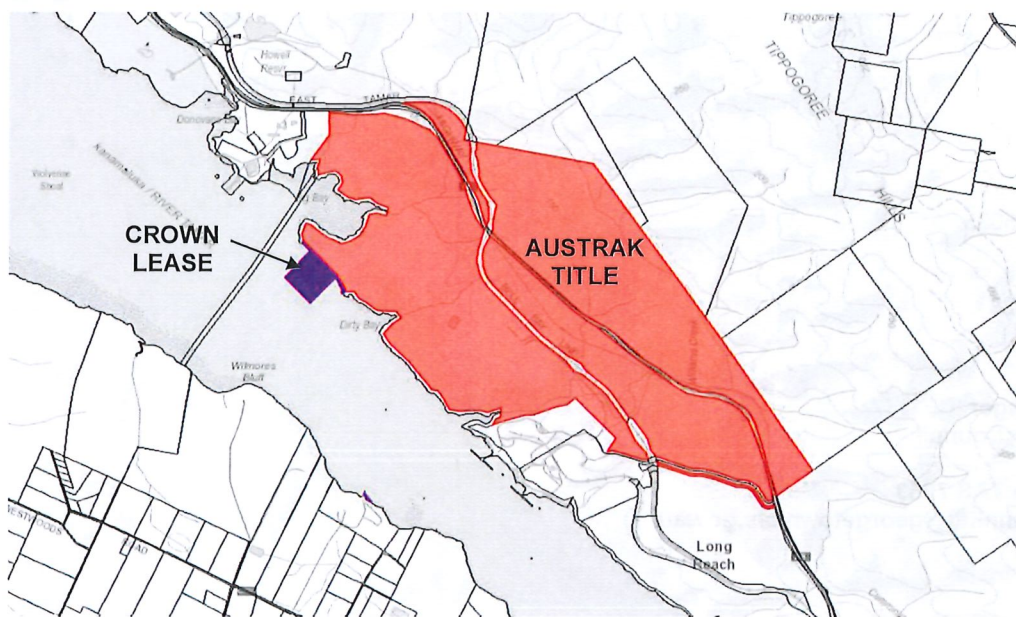


Figure 1 Site Location

Base image and data from theLIST (www.thelist.tas.gov.au). © State of Tasmania.



Figure 2 Looking west towards the kanamaluka from edge of Bell Bay line.

The Port and Marine Zone is the most appropriate zone for the land which has been dedicated as a wharf through the Crown Lease.

The Crown Lease was likely not detected through the Council's draft LPS mapping process, however, this representation aims to bring this Crown Lease wharf area and part of the background to the wharf, to the attention of the Council Planning Authority and to clarify a few matters:

- That the purpose of the Crown Lease is to facilitate a future wharf subject to the ordinary development approvals process.
- That feasibility around the construction of a wharf has already been undertaken as part of the former Gunns Pulp Mill proposal which found the land/wharf area to be suitable for a deep water port; and that
- Such assessment included a suite of studies including marine impact assessment, marine ecological assessment, design drawings and assessment.
- Such a wharf would be a significant strategic asset to the Long Reach and Bell Bay Industrial area that would facilitate further industrial development.

2. Planning considerations

The *Land Use Planning and Approvals Act 1993* (LUPAA) determines LPS Criteria in Section 34, the following is a brief outline of considerations with respect to these provisions.

2.1 Planning Scheme

Figure 3 illustrates the current zoning under the *George Town Interim Planning Scheme 2013* (IPS). The Draft LPS as shown in Figure 4 does not propose any changes to the zoning of the land. The entirety of the land title is in the General Industrial Zone, with the coastal reserve and river area in the Environmental Management Zone. Land outside the Municipal district that has not been mapped would be considered in accordance with 7.11.1 of the SPPs as within the close zone, that is the Environmental Management Zone.

As development and activities on the General Industrial land will potentially require separate approvals for a variety and number of leaseholders, approval for the wharf infrastructure will need to be independent and not directly associated with these activities. An application for a wharf would most clearly fit within the Port and Shipping use class of the SPP where the definition is as follows:

use of land for:

(a) berthing, navigation, servicing and maintenance of marine vessels which may include loading, unloading and storage of cargo or other goods, and transition of passengers and crew; or

(b) maintenance dredging.

Examples include berthing and shipping corridors, shipping container storage, hardstand loading and unloading areas, passenger terminals, roll-on roll-off facilities and associated platforms, stevedore and receipt offices, and a wharf.

Both the IPS and SPP prohibit the use of Port and Shipping in the Environmental Management Zone. Furthermore, Use and Development Standards of the Zone are prohibitive to the operation and development of the land for wharf infrastructure servicing a substantial industrial estate.

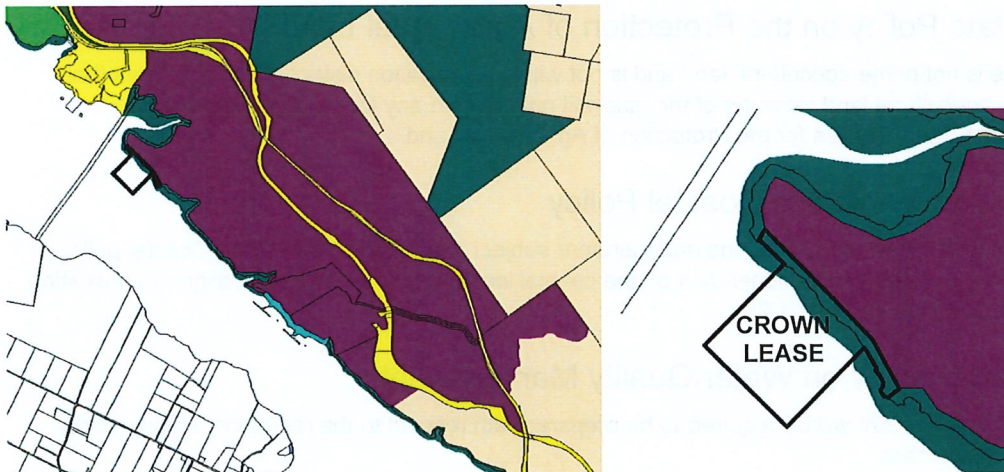


Figure 3 IPS Zoning. Right, inset of Crown Lease

Base image and data from theLIST (www.thelist.tas.gov.au). © State of Tasmania.

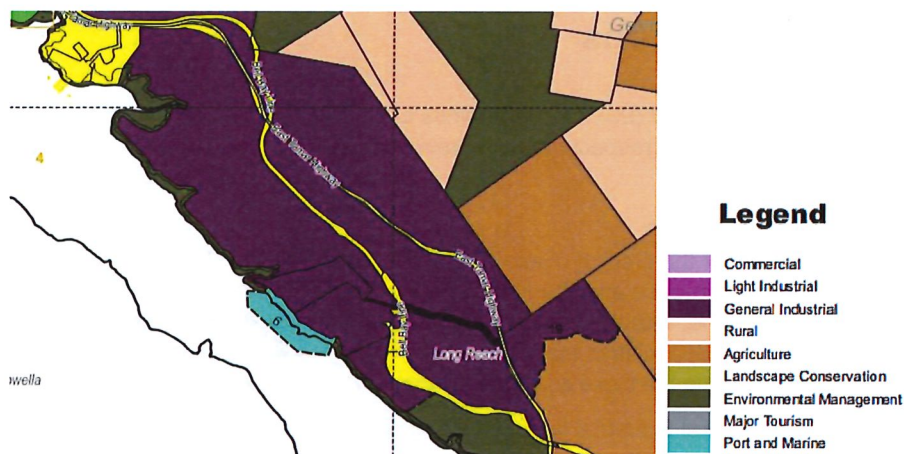


Figure 4 Draft LPS Zoning

The most appropriate Zone for development of wharf infrastructure from the SPP is the Port and Marine Zone, as reflected in the Zone Purpose. This would be consistent with existing wharf infrastructure in Bell Bay and Long Reach.

Also noting the land has already been dedicated to a wharf facility (subject to development approvals) through the Crown Lease.

2.2 Objectives of the Act and State Policies

Previous approval for development occurred in 2011 and post-dates the Objectives of the Act and State Policies. Future use and development will be approved in accordance with standards of the Resource Management and Planning Systems, which have been prepared with respect to the LUPAA and State policies. There are currently no Tasmanian Planning Policies requiring consideration.

2.2.1 State Policy on the Protection of Agricultural Land

The Subject site is not prime agricultural land and is not within an irrigation district, as coastal area that does not adjoin agricultural land rezoning of the land will not result in any loss of agricultural land, consistent with the State Policies for the Protection of Agricultural Land.

2.2.2 Tasmanian State Coastal Policy

The Subject site is within the Coastal Zone and therefore subject to the Tasmanian State Coastal policy. Future development on the land is dependant on the coastal location (policy 2.1.5) and aligns with existing specified industrial zones (policy 2.1.7).

2.2.3 State Policy on Water Quality Management

Future use and development will be required to be prepared with respect to the regulatory standards for water quality management.

2.3 Strategic Planning

The applicable regional land use strategy is the *Northern Tasmanian Regional Land Use Strategy* (RLUS) and was declared in October 2011, only slightly after the approval of the Pulp Mill. The current RLUS does not specifically reference the land, but does recognise it as an urban area (Map D.2) and reference is made to the Northern Industrial Land Study as necessary to further strategic work (p 44), this is discussed further below. The RLUS includes specific strategic directions (G1.3(d), and G3.2(c) that specifically deal with the importance of freight and connectivity.

Map E.2 Northern Tasmania - Economic Features

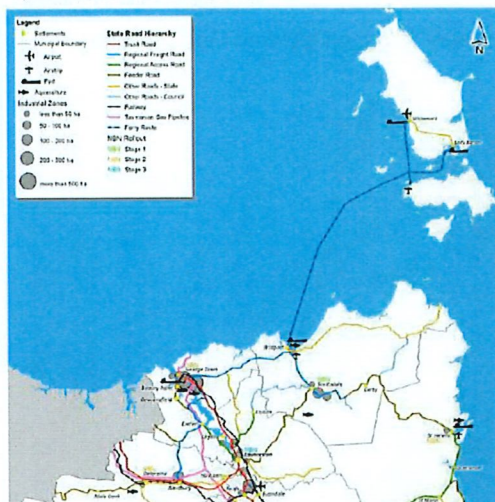


Figure 5 NTRLUS Economic Features

The *Northern Tasmania Industrial Land Supply*¹ identifies the subject site as part of the Bell Bay Industrial precinct, which is of Regional significance. Bell Bay is recognised as Tasmania’s primary deep-water port and largest heavy industrial estate, with available room to expand (p 29). Recommendations (p 52) for the precinct include ‘ensure these precincts allow for a range of uses’ and the following:

Bell Bay: the national and international connectivity of the port is an existing and well documented issue. For the precinct’s future development opportunity this remains a key issue, as well as rail connectivity to the precinct and its port. It is recommended to continue to undertake actions to enhance these connectivity issues

The rezoning of the Crown lease is considered as far as practicable to be consistent with the RLUS and the subsequent industrial land use strategy that it refers to.

2.4 Strategic Plan

The applicable strategic plan is the *George Town Strategic Plan 2020-2030*. Facilitation of the effective use of the Industrial land on the Subject site is consistent with the prosperity directions that recognise ‘The Bell Bay Advanced Manufacturing Zone and associated port facilities is a state level asset and potential source of future industrial and business diversification’.

The rezoning of land is consistent with the local Government strategic plan.

2.5 Adjacent Municipal area

The Crown Lease is on the edge of the George Town municipal area and relies on section 7 of the Act for consideration of any future use and development for the entirety of the lease area. The municipal area on the other side of kanamaluka is around a kilometre away and is in the West Tamar municipal area. Zoning of land is Environmental Management Zone for the coastal foreshore and Agriculture Zone behind.

Rezoning of the land is not considered to be inconsistent with the zoning of the adjoining municipal LPS. It is well co-ordinated with road, rail and shipping infrastructure to facilitate the efficient transport and distribution of agricultural produce.

¹Accessed 3/8/2022 at: https://ntdc.org.au/wp-content/uploads/2018/02/Industrial-Land-Study-Northern-Tasmania_FINAL_101014.pdf

2.6 Gas Safety

The location of the Crown lease area includes partial encroachment into the Declared Gas Pipeline Planning Corridor as described in Figure 6.

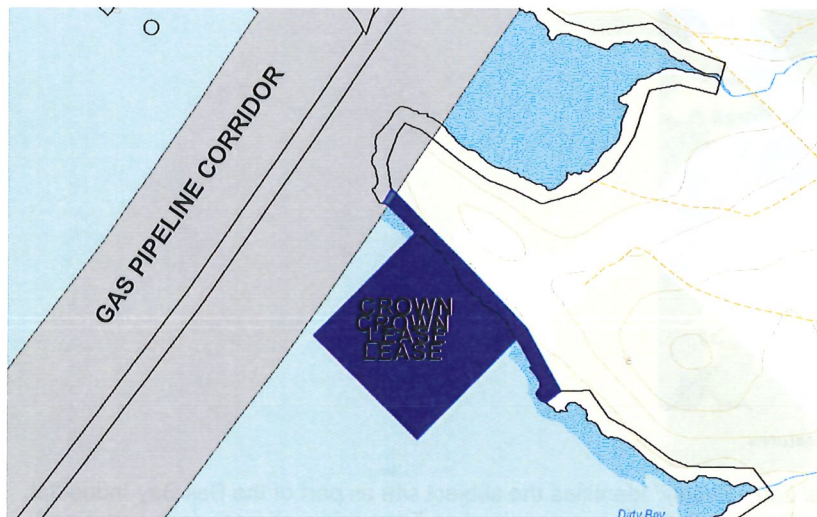


Figure 6 Declared gas pipeline relative to Crown lease

Base image and data from theLIST (www.thelist.tas.gov.au). © State of Tasmania.

Future use operation and development of the site will be prepared with respect to the requirements of the operator of the pipeline in accordance with the safety requirements of the *Gas Safety Act 2019*.

2.7 TPC Guidelines

Zone Application Guidelines of the *Section 8A Guideline No.1 – Local Provision Schedule: zone and code application* (TPC,6/07/2018) the 'TPC Guidelines', identifies the Port and Marine Zone as the appropriate zone for large scale port and marine activity. Specifically with the following:

PMZ 2 The Port and Marine Zone may be applied to land seaward of the high water mark where it includes existing, or is intended for, large scale port and marine activities or facilities.

This is consolidated by the guidelines of the Environmental Management Zone EMZ 3 which advise that land seaward of the high water mark should be in the EMZ, unless land is intended for large scale port and marine activities or facilities, where it should be included in the Port and Shipping Zone.

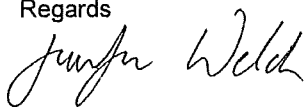
3. Summary

Austrak are currently establishing partnerships for development of their land. It is imperative for the operation of this regionally significant industrial site to be able to have access to wharf infrastructure. The development of infrastructure has previously been approved and is necessary to provide the connection between key transport infrastructure for rail, water and road.

In recognition of the previous approvals, and local and regional significance of the industrial precinct, it is requested that the area of land subject to the Crown Land Lease and within the municipal boundaries be considered for zoning in the Port and Marine Zone to facilitate use and development for a wharf. It is also recommended that the rezoning should be implemented with the declaration of the SPP for George Town. As demonstrated in this letter the rezoning would have a high degree of compliance with S34 LPS Criteria of the Act and is consistent with the TPC Guidelines for land intended to be used as a wharf to be included in the Port and Shipping Zone.

Please do not hesitate to contact me should you wish to discuss or require additional information in support of this request.

Regards

A handwritten signature in black ink that reads "Jen Welch". The signature is written in a cursive, flowing style.

Jen Welch
Planning Technical Leader

+61 3 63325547
jen.welch@ghd.com

"B"

wharf.



Lease of Land

Dated 29th September 2008

The Honourable David Edward Llewellyn MP
and
The Honourable Michelle Anne O'Byrne MP
("Lessor")

and

Gunns Limited ("Lessee")

The Crown Solicitor of Tasmania
GPO Box 825
Hobart 7001
Phone: (03) 6233 3409
Fax: (03) 6233 2874
Email: crown.solicitor@justice.tas.gov.au

Lease of Land

Contents

1	<u>Definitions and interpretation</u>	3
<u>1.1</u>	<u>Definitions</u>	3
<u>1.2</u>	<u>Interpretation</u>	4
2	<u>Grant of Lease</u>	5
3	<u>Rent</u>	6
<u>3.1</u>	<u>Rent</u>	6
<u>3.2</u>	<u>Valuer-General to review rent</u>	6
<u>3.3</u>	<u>Ratchet clause</u>	6
<u>3.4</u>	<u>Payment of new Rent</u>	6
4	<u>Goods and Services Tax</u>	6
<u>4.1</u>	<u>GST exclusive</u>	6
<u>4.2</u>	<u>Tax invoice</u>	6
<u>4.3</u>	<u>Defined terms in GST Act apply</u>	6
5	<u>Lessee's covenants</u>	6
<u>5.1</u>	<u>Covenants</u>	6
<u>5.2</u>	<u>Notice to repair</u>	10
<u>5.3</u>	<u>Lessor may recover costs</u>	10
<u>5.4</u>	<u>Lessor not responsible</u>	10
6	<u>Lessor's covenants</u>	11
7	<u>Special provisions</u>	11
8	<u>Lessee's indemnities and waiver</u>	11
<u>8.1</u>	<u>Lessee indemnifies Lessor for third party risk</u>	11
<u>8.2</u>	<u>Lessee indemnifies Lessor against loss and damage</u>	11
<u>8.3</u>	<u>Waiver of rights of recovery from the Lessor</u>	11
<u>8.4</u>	<u>Nature of indemnities and waiver</u>	12
9	<u>Insurance</u>	12
<u>9.1</u>	<u>Lessee to insure</u>	12
<u>9.2</u>	<u>Crown to be insured</u>	12
<u>9.3</u>	<u>Lessee to notify Lessor</u>	13
<u>9.4</u>	<u>Evidence of insurance</u>	13
<u>9.5</u>	<u>Lessor may insure</u>	13
10	<u>Termination of Lease</u>	13
<u>10.1</u>	<u>Acts of default</u>	13
<u>10.2</u>	<u>Lessor's rights on default</u>	14
<u>10.3</u>	<u>No compensation payable on termination</u>	14
<u>10.4</u>	<u>Effect of termination</u>	14
11	<u>Holding over</u>	14

Lease of Land

Contents

<u>12</u>	<u>No representation or warranty</u>	15
<u>12.1</u>	<u>No representation about suitability</u>	15
<u>12.2</u>	<u>No representation about zoning</u>	15
<u>13</u>	<u>Notices</u>	15
<u>13.1</u>	<u>How to give a notice</u>	15
<u>13.2</u>	<u>How to serve a notice</u>	16
<u>13.3</u>	<u>Who can sign a notice</u>	16
<u>13.4</u>	<u>Signatures</u>	17
<u>14</u>	<u>Merger of rights</u>	17
<u>15</u>	<u>No joint venture</u>	17
<u>16</u>	<u>Waiver</u>	17
<u>17</u>	<u>Exercise of powers</u>	17
<u>17.1</u>	<u>Lessor may delegate</u>	17
<u>17.2</u>	<u>Lessor's consent</u>	17
<u>18</u>	<u>Costs</u>	17
<u>19</u>	<u>Dispute resolution</u>	18
<u>19.1</u>	<u>Management level discussions</u>	18
<u>19.2</u>	<u>Committee to resolve disputes</u>	18
<u>19.3</u>	<u>Arbitration</u>	18
<u>20</u>	<u>Severance</u>	19
<u>20.1</u>	<u>Reading down provisions</u>	19
<u>20.2</u>	<u>Severance</u>	19
<u>21</u>	<u>Governing law and jurisdiction</u>	19
<u>21.1</u>	<u>Law of Tasmania</u>	19
<u>21.2</u>	<u>Proceedings issued under or about this Lease</u>	19
<u>22</u>	<u>Rights cumulative</u>	19
<u>23</u>	<u>Confidentiality</u>	19
<u>Schedule 1</u>		22
<u>The Land</u>		22
<u>Schedule 2</u>		23
<u>Special Provisions</u>		23

Lease of Land Details

10/10/02

Parties	Lands Minister, Reserves Minister, Lessee	
Lands Minister	Name	The Honourable David Edward Llewellyn MP being and as the minister for the time being administering the <i>Crown Lands Act 1976</i> (Tas) (" Lands Minister ")
	Address	C/- Department of Primary Industries and Water, 134 Macquarie Street, Hobart, Tasmania 7000
	Fax	(03) 6233 6655
	Attention	Chris Dent
Reserves Minister	Name	The Honourable Michelle Anne O'Byrne MP being and as the minister for the time being administering the <i>National Parks and Reserves Management Act 2002</i> (Tas) (" Reserves Minister ").
	Address	GPO Box 1751, Hobart 7001
	Fax	03 6233 5541
	Attention	The Director National Parks and Wildlife Service
Lessee	Name	Gunns Limited, ("Lessee")
	ACN/ABN	009 478 148
	Address	78 Lindsay Street, Launceston, Tasmania 7250
	Fax	(03) 6331 2877
	Attention	The Manager

Recitals	A	The Lands Minister has agreed to grant the Lessee a Lease of the Crown Land under Section 29 of the <i>Crown Lands Act 1976</i> (Tas) on the following terms.
	B	The Reserves Minister has agreed to grant the Lessee a Lease of the Reserved Land under Section 48 of the <i>National Parks and Reserves Management Act 2002</i> (Tas) on the following terms.
	C	The Lessee has agreed to accept a lease of the Land upon the following terms.

Date of Lease	See Signing page
----------------------	------------------

General terms

1 Definitions and interpretation

1.1 Definitions

In this Lease unless the contrary is expressed or the context requires otherwise:

“**Business Day**” means a day on which authorised deposit-taking institutions (as defined in the *Banking Act 1959* (Cwlth)) in Hobart are open for general banking business excluding Saturdays, Sundays and public holidays;

“**Commencement Date**” means the day of 2008;

“**Contamination**” means a solid, liquid, gas odour, heat, sound, vibration, radiation or substance of any kind that:

- (a) makes, or may make, the Land or any structure on the Land, unsafe, unfit or harmful for habitation, use or occupation by any person or animal; or
- (b) is such that the Land, or any structure on the Land, does not satisfy all applicable laws or the criteria, standards or guidelines published, or adapted by any regulatory agency that has jurisdiction over the Land or any structure on the Land;

“**Crown Land**” means that part of the Land that is administered under the *Crown Lands Act 1976* (Tas);

“**Insolvent**” means:

- (a) being wound up (other than for the purpose of restructure);
- (b) having a controller appointed;
- (c) coming under administration under the *Corporations Act 2001* (Cwlth.);
- (d) being subject to an order for winding up or reconstruction; or
- (e) having a receiver, a receiver and manager, an agent in possession, a trustee or guardian appointed to the property of the corporation;

“**Interest Rate**” means the same rate as the rate prescribed for the purposes of section 36(a)(ii) of the *Crown Lands Act 1976* (Tas);

“**Land**” means the Crown Land and the Reserved Land, both described in Schedule 1;

“Lands Minister” means the minister administering the *Crown Lands Act 1976* (Tas) and his successors in office;

“Lease” or **“this Lease”** means this lease granted:

- (a) by the Lands Minister under, and subject to the *Crown Lands Act 1976* (Tas), in respect of the Crown Land; and
- (b) by the Reserves Minister under, and subject to the *National Parks and Reserves Management Act 2002* (Tas), in respect of the Reserved Land.

“Lessor” means:

- (a) the Lands Minister, in respect of the Crown Land; and
- (b) the Reserves Minister, in respect of the Reserved Land.

“Permitted Purpose” means:

- (a) to accommodate the construction and operation of the Wharf on the Land; and
- (b) reasonably necessary ancillary purposes;

“Pulp Mill Permit” means the permit that comes/came into effect under section 8(1)(a) of the *Pulp Mill Assessment Act 2007*;

“Rent” means the rent referred to in clause 3 (*Rent*);

“Reserved Land” means that part of the Land that is administered under the *National Parks and Reserves Management Act 2002* (Tas);

“Reserves Minister” means the Minister administering the *National Parks and Reserves Management Act 2002* (Tas) and her successors in office;

“Term” means:

- (a) Fifty (50) years from the Commencement Date; and
- (b) when applicable, includes the period of each further lease granted under this Lease;

“Wharf” means the marine facility to be constructed on the Land by the Lessee in accordance with clause 1 of Schedule 2.

1.2 Interpretation

In this Lease, unless the context precludes it:

- (a) the singular includes plural and the plural includes the singular;
- (b) a reference to a gender includes reference to each other gender;

- (c) a reference to a person includes a reference to a firm, corporation or other corporate body;
- (d) its recitals, schedules, appendices and annexures are to be construed as part of it;
- (e) a reference to a statute, regulation or provision of a statute or regulation (“statutory regulation”) includes a reference to:
 - (i) that statutory provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that statutory provision;
- (f) the verb “include” (in all its parts, tenses and variants) is not used as, nor is it to be interpreted as, a word of limitation;
- (g) a reference to anything includes a part of it;
- (h) a reference to writing includes a reference to printing, typing and each other method of producing words, figures or symbols in visible form.
- (i) when a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- (j) headings are for convenience only and are to be ignored in construing it;
- (k) if a party consists of more than one person, then this Lease binds all or any two or more of them jointly, and each of them severally;
- (l) it binds, in addition to the parties, their respective legal personal representatives and successors;
- (m) if a day appointed for the payment of money or the performance of an act, falls on a day which is not a Business Day, then the day for the payment of that money or the performance of that act will, instead, be the Business Day immediately following the appointed day.

2 Grant of Lease

The Lessor grants to the Lessee, and the Lessee accepts, a lease of the Land, for the Term, from the Commencement Date upon the terms in this Lease.

3 Rent

3.1 Rent

The Lessee must pay Rent on the Land at the rate of \$10,500.00 per year, by one annual payment in advance, with the first payment to be made on the Commencement Date.

3.2 Valuer-General to review rent

The Lessor will review the Rent every three years during the Term beginning with the third anniversary of the Commencement Date. Subject to clause 3.4, the reviewed rent will be the amount recommended by the Valuer General as being the appropriate rent for the Land for the three years from the effective rent review date.

3.3 Ratchet clause

The reviewed rent must not be less than that for the previous review period.

3.4 Payment of new Rent

The new Rent, resulting from a review, must be paid from the relevant anniversary of the Commencement Date.

4 Goods and Services Tax

4.1 GST exclusive

Subject to any other provision of this Lease expressing a contrary intention, if GST is imposed on a supply made under it, then the party paying for the supply must pay the amount of the GST to the party making the supply, at the same time as, and in addition to, the amount payable for the supply.

4.2 Tax invoice

A party making a taxable supply under this Lease must give the recipient a tax invoice for the taxable supply when that supply is made.

4.3 Defined terms in GST Act apply

In this clause "GST" refers to goods and services tax under *A New Tax System (Goods and Services) Act 1999* ("GST Act") and the terms used have the meanings as defined in the GST Act.

5 Lessee's covenants

5.1 Covenants

The Lessee covenants with the Lessor as follows:

- (a) to pay the Rent as required by clause 3 (*Rent*);
- (b) if land tax, rates or other charges against the Land or the Wharf are levied or demanded by any authority, to pay all land tax (on a single holding basis), rates and other charges levied against the Land and payable by an owner;
- (c) to pay all charges for excess water, electricity, telephone and sewerage used by the Lessee on the Land or the Wharf;
- (d) to use the Land only for the Permitted Purpose;
- (e) to comply punctually with all notices received from the Lessor, or the Lessor's duly authorised agents, relating to the Lessee's obligations under this Lease;
- (f) to comply punctually with all notices received from any health, police, municipal, fire, or other authority with respect to:
 - (i) the Land;
 - (ii) the Wharf;
 - (iii) the Permitted Use;
 - (iv) any Contamination of the Land or waters adjacent to the Land; and
 - (v) any remediation of the Land or waters adjacent to the Land;
- (g) to comply punctually with all laws, by-laws, regulations, State Policy and other requirements of a Federal, State, or local authority that in any way affect the Land, the Wharf or the Permitted Use;
- (h) to give immediate written notice to the Lessor of:
 - (i) receipt of any notice referred to in paragraph (f); and
 - (ii) any damage or defect to the Land or the Wharf;
- (i) to keep the Land:
 - (i) in a clean and tidy condition; and
 - (ii) free from vermin, noxious weeds and fire hazards;
- (j) to keep all structures, facilities and services on the Land:
 - (i) in good repair and condition; and
 - (ii) in a safe state and condition for everyone who enters the Land or the Wharf;

- (k) to permit the Lessor or the Lessor's agents, with or without workmen, to enter upon the Land at all reasonable times to view its condition and state of repair and the Lessee's compliance with the terms of this Lease;
- (l) not, on the Land or the Wharf:
 - (i) to sell or hire out, offer or expose for sale or hiring out, or have in its possession for selling or hiring out, any article, material or other thing; or
 - (ii) to provide, offer to provide or hold itself out as willing to provide, any service or facility for any monetary or other consideration;
- (m) not do anything in relation to the Land that in the Lessor's opinion, will or may result, in Contamination of the Land or the waters adjacent to the Land;
- (n) not to remove any living or dead native vegetation, or disturb ground soil, on the Land without the Lessor's prior written approval;
- (o) not to make any alterations, or erect buildings or structures on the Land without obtaining the Lessor's prior written consent. When seeking the Lessor's approval, the Lessee must provide detailed plans of the proposed alteration, building or structure for the Lessor's consideration;
- (p) not to do, or permit to be done on the Land anything which, in the Lessor's opinion, may be or become a nuisance or annoyance to others using any area near the Land;
- (q) not to permit any activity on the Land or the Wharf that is not authorised under this Lease without obtaining the Lessor's prior written consent;
- (r) not to mortgage, charge, encumber, assign, sublet, or part with possession of the Land or the Wharf without obtaining the Lessor's prior written consent;
- (s) not to permit, or suffer to be done, any act, matter or thing as a result of which:
 - (i) any insurance policy becomes vitiated or rendered void or voidable; or
 - (ii) the rate or premium of any policy is liable to be increased;
- (t) the Lessee must:

- (i) not use, or permit to be used, or stored on the Land or the Wharf any explosive or combustible substances or any radioactive, toxic or hazardous chemicals, wastes or substances, except in concentrations and quantities:
 - (A) permitted by the relevant statutory authorities; and
 - (B) in accordance with any licences, permits or authorisations required by law; and
 - (C) in accordance with the conditions imposed by the relevant statutory authorities or under their permission;
- (ii) not permit any petroleum product, oil, grease or any noxious, dangerous or poisonous chemical or substance to be discharged through the pipes of the water or sewerage services on the Land or into any adjacent waters, nearby stream or river, or into or under the soil and to discharge them only:
 - (A) as permitted by the relevant statutory authorities;
 - (B) as required by law; and
 - (C) in accordance with any conditions imposed by the relevant statutory authorities;
- (iii) control and restrict the emission of smoke, dust or odours from the Land or the Wharf in accordance with the applicable legislation, regulations and the requirements of statutory authorities;
- (iv) comply with all demands, notices and requirements of the regulatory authorities in respect of Contamination of the Land, caused by the Lessee or by occupiers of the Land;
- (v) immediately notify the Lessor after receiving any demand or notice from a regulatory authority about Contamination of the Land;
- (u) at the expiration or sooner determination of this Lease, to deliver the Land and the Wharf to the Lessor in a condition consistent with the Lessee's covenants. The Lessee must:
 - (i) remove the Lessee's fixtures and fittings (including all improvements and structures on the Land), if the Lessor requires the Lessee to do so;
 - (ii) make good all damage caused by removal of the Lessee's fixtures, fittings, improvements and structures; and

- (iii) rehabilitate the Land to a near natural state, consistent with its condition before the Commencement Date;
- (v) that the Wharf and all the other Lessee's fixtures and fittings remaining on the Land with or without the Lessor's consent following the expiration or sooner determination of the Term, at the Lessor's discretion, may either:
 - (i) become the property of the Lessor, without compensation to the Lessee; or
 - (ii) be removed from the Land at the Lessee's cost and disposed of by the Lessor without reference or liability to the Lessee.

5.2 Notice to repair

- (a) Upon receipt of notice from the Lessor or any Federal, State, or local authority, the Lessee must repair, or otherwise make good, all defects and lack of repair to the Land or the Wharf that are the Lessee's responsibility under this Lease.
- (b) If the Lessee fails to comply with a notice given under this sub-clause, then the Lessor, or the Lessor's agents, may, but are not bound to, undertake the required repairs.

5.3 Lessor may recover costs

The Lessee must pay to the Lessor on demand:

- (a) all money expended by the Lessor to undertake works that are the Lessee's responsibility under this Lease;
- (b) all reasonable costs the Lessor incurs in doing so; and
- (c) interest on those amounts at the Interest Rate, from the date of expenditure by the Lessor to the date of payment by the Lessee.

5.4 Lessor not responsible

The Lessee acknowledges that the Lessor is not responsible:

- (a) to identify or locate the boundaries of the Land on site;
- (b) to construct, maintain or repair any gate, road, track, drain or bridge on the Land or used to gain access to the Land;
- (c) for any erosion, mitigation, vegetation management, fire protection or other works associated with the protection or maintenance of the Lessee's property, structures or other improvements on the Land; or
- (d) to construct or maintain navigation channels or water access to the Land and the Wharf.

6 Lessor's covenants

The Lessor covenants with the Lessee that, if the Lessee pays the Rent and observes and performs all the Lessee's obligations contained in this Lease, then the Lessor will permit the Lessee to quietly and exclusively use and enjoy the Land during the Term without any disturbance by the Lessor or any person claiming through the Lessor.

7 Special provisions

The special provisions in Schedule 2 are part of this Lease and bind the parties according to their tenor.

8 Lessee's indemnities and waiver

8.1 Lessee indemnifies Lessor for third party risk

The Lessee indemnifies the Lessor against all present and future legal liability, claims, or proceedings for:

- (a) personal injury to, or death of a third party;
- (b) either or both loss of, or damage to, property of a third party; and
- (c) financial loss of a third party;

arising from, or attributable to, the Lessee's occupation or use of the Land or the Wharf.

8.2 Lessee indemnifies Lessor against loss and damage

The Lessee indemnifies the Lessor against all loss and damage to the Land and all property on it arising from, or attributable to, the Lessee's occupation or use of the Land or the Wharf.

8.3 Waiver of rights of recovery from the Lessor

The Lessee waives all present and future rights to claim against the Lessor for:

- (a) personal injury to, or death of, the Lessee;
- (b) either or both loss of, or damage to, any of the Lessee's property; and
- (c) financial loss to the Lessee;

arising from, or attributable to, the Lessee's occupation or use of the Land or the Wharf.

8.4 Nature of indemnities and waiver

The indemnities and waiver in this clause 8:

- (a) do not extend to liability caused by the Lessor's wrongful (including negligent) act or omission;
- (b) are continuing obligations of the Lessee, separate and independent from any other obligations; and
- (c) survive the termination of this Lease.

9 Insurance

9.1 Lessee to insure

The Lessee must take out and keep current throughout the Term and for as long as the Lessee occupies the Land and the Wharf, contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia, indemnifying:

- (a) the Lessor's and the Lessee's respective liability for:
 - (i) personal injury to, or death of, a third party; and
 - (ii) either or both loss of, or damage to, the property of a third party;

for not less than Twenty Million Dollars for each individual claim or series of claims arising out of a single occurrence, or for such other amount as the Lessor reasonably determines;

- (b) the Lessee's liability for workers' compensation; and
- (c) any other risks that the Lessor reasonably requires the Lessee to insure against, for the amount stipulated by the Lessor, to the extent that the claim for indemnity is not caused by the Lessor's wrongful (including negligent) act or omission.

The liability to be insured against under paragraph (a) is liability arising from, or attributable to, the Lessee's occupation or use of the Land or the Wharf, to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the Lessee or the Lessee's employees, agents or sub-contractors.

9.2 Crown to be insured

An insurance contract taken out under:

- (a) clause 9.1(a); or
- (b) clause 9.1(c), if the Lessor requires this clause to apply to it;

must cover "the Crown in Right of Tasmania" as principal under the insurance contract, but only to the extent required under this Lease.

9.3 Lessee to notify Lessor

The Lessee must notify the Lessor in writing as soon as practicable:

- (a) if an insurance contract taken out under clause 9.1 lapses, is cancelled or is materially altered; or
- (b) if the Lessee claims, or becomes entitled to claim under such an insurance contract for something arising from, or attributed to, the Lessee's possession or use of the Land or the Wharf.

9.4 Evidence of insurance

The Lessee must give the Lessor evidence of:

- (a) the terms of; and
 - (b) payment of the premium for;
- each insurance contract taken out under clause 9.1,
- (c) before the Lessee exercises rights under the Lease; and
 - (d) before each due date for renewal of each such insurance contract.

9.5 Lessor may insure

If the Lessee fails to take out or renew each insurance contract required to be taken out under clause 9.1, then without being obliged to do so, the Lessor may:

- (a) take out or renew each such insurance contract that the Lessee has not taken out or renewed; and
- (b) pay any unpaid premium.

The Lessee must pay to the Lessor, on demand, all money that the Lessor expends for this purpose, together with interest on it, at the Interest Rate, from the date of expenditure to the date of payment.

10 Termination of Lease

10.1 Acts of default

The Lessee commits an act of default if:

- (a) the Rent, or any part of it, is in arrears for more than one month after it has become due, whether or not formal demand has been made; or

- (b) within ten (10) Business Days of being given notice by the Lessor to rectify, or commence action to rectify, a breach of the Lessee's covenants contained or implied in this Lease, the Lessee fails to comply with the notice; or
- (c) the Lessee becomes Insolvent; or
- (d) the Lessee is convicted of an offence in relation to the Permitted Purpose or if the business or activity conducted on the Land is closed down by an authority; or
- (e) distress or execution is levied or issued against any of the Lessee's property and not paid out within fifteen (15) Business Days; or
- (f) the Lessee ceases or threatens to cease to use the Land for the Permitted Purpose.

10.2 Lessor's rights on default

In addition to any other right the Lessor has to cancel or terminate the Lease or any part of it, when the Lessee commits an act of default, the Lessor may either:

- (a) terminate this Lease by written notice, in which case the Term will cease when the Lessee receives the notice, but without prejudice to any action, suit or other remedy of the Lessor for arrears of Rent, or any other money owing, or for any other antecedent breach of covenant; or
- (b) proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants and terms of this Lease, or to recover damages for the breach.

10.3 No compensation payable on termination

Except as provided under *Crown Lands Act 1976* (Tas) or the *National Parks and Reserves Management Act 2002* (Tas), no compensation is payable to the Lessee upon termination of this Lease.

10.4 Effect of termination

A termination of all or part of this Lease by either the Lands Minister or the Reserves Minister, terminates the whole of this Lease.

11 Holding over

- (a) If the Lessee continues in possession of the Land after the Term expires, then the Lessee will hold the Land from the Lessor as a tenant from month to month, at the same Rent as is then payable under this Lease calculated on a monthly basis, or any other Rent that is agreed upon from time to time.

- (b) Rent for a holding over period is payable in advance and upon the terms of this Lease so far as they are applicable to a monthly tenancy.
- (c) Either party may terminate the monthly tenancy by giving the other not less than one month's written notice expiring at any time.

12 No representation or warranty

12.1 No representation about suitability

The Lessor does not represent or warrant:

- (a) that the Land is suitable to be used for the Permitted Purpose, or for any business or other activity undertaken on the Land;
- (b) that the fittings, accessories or services available on the Land are suitable to be used for the Permitted Purpose, or for any business or other activity undertaken on the Land; or
- (c) that the Land may lawfully be used for the Permitted Purpose, or for any business or other activity undertaken on the Land.

12.2 No representation about zoning

- (a) Without affecting the generality of clause 12.1, the Lessor does not represent or warrant that the zoning of the Land will permit it to be used for the Permitted Purpose, whether with the approval or permission of the relevant planning authority, or otherwise.
- (b) The Lessee acknowledges that it is the Lessee's responsibility to enquire about zoning and the Lessee warrants that, before executing this Lease, the Lessee has done so to the Lessee's own satisfaction.

13 Notices

13.1 How to give a notice

A notice, claim, consent or other communication to be given or made under this Lease is taken to have been duly given or made when:

- (a) hand delivered in writing; or
- (b) sent by prepaid post; or
- (c) sent by facsimile transmission from a facsimile machine that produces a print out of the time, date and uninterrupted transmission record of sending the notice (to the listed facsimile number);

to the party to which the notice, claim or consent is required or permitted to be given or made under this Lease, at the following addresses:

The Lands Minister: C/- The Manager,
Crown Land Services,
Department of Primary Industries and Water,
134 Macquarie Street,
HOBART TAS 7000
Facsimile Number: (03) 6233 6655

The Reserves Minister: The Director,
National Parks and Wildlife Service,
GPO Box 1751,
HOBART TAS 7001
Facsimile Number: (03) 6233 5541

The Lessee: The Manager,
Gunns Limited,
58 Cimiterre Street,
LAUNCESTON TAS 7250
Facsimile Number (03) 6331 2877

13.2 How to serve a notice

A notice, demand, consent or other communication is taken to have been duly served:

- (a) if hand delivered, - when delivered;
- (b) if sent by prepaid post, - on the third Business Day after the date of posting;
- (c) if sent by facsimile transmission (if the sending facsimile machine produces a print out of the time, date and uninterrupted transmission record of sending the notice), - upon completion of sending, if completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 am. on the next Business Day in that place.

13.3 Who can sign a notice

A notice, demand, consent or other communication given or made under this Lease is sufficient if:

- (a) in the case of the Lessor, it is under the hand of the Lessor, his or her authorised agent or the Crown Solicitor;
- (b) in the case of the Lessee, it is under the hand of the Lessee or its agent or solicitor.

13.4 Signatures

A printed or copied signature is sufficient for the purposes of sending a notice, demand, consent or other communication by facsimile machine.

14 Merger of rights

None of the terms of this Lease, nor any act, matter or thing done under, or by virtue of, or in connection with this Lease, operates as a merger of any of the rights and remedies of the Lessor or the Lessee under this Lease, all of which continue in full force and effect.

15 No joint venture

Nothing contained in this Lease is to be construed to create any relationship between the parties other than the relationship of lessor and lessee, upon the terms of this Lease.

16 Waiver

- (a) No failure by a party to exercise, nor delay in exercising, a right, power or remedy operates as a waiver.
 - (b) A single or partial exercise of a right, power or remedy does not preclude any other, or further, exercise of that, or any other right, power or remedy.
 - (c) A waiver is neither valid, nor binding, on the party granting it, unless made in writing signed by the party to be bound by the waiver.
-

17 Exercise of powers

17.1 Lessor may delegate

The Lessor may exercise any powers, authorities and discretions through permanent officers or any other person, persons or corporation appointed in writing for that purpose.

17.2 Lessor's consent

If the Lessor's consent is required to be obtained under the provisions of this Lease, the Lessor may give or withhold the consent at the Lessor's absolute discretion and on any conditions that the Lessor imposes.

18 Costs

The Lessee must pay to the Lessor, on demand, all the costs of the Lessor on a full indemnity basis, in relation and incidental to:

- (a) the preparation, execution, completion (including stamping and registration) of this Lease and any holding over after the expiry of the Term;
- (b) any consent, approval, waiver or amendment made under or to this Lease;
- (c) any assignment or sub-letting made under this Lease;
- (d) any surrender or termination of this Lease otherwise than by effluxion of time; and
- (e) the actual or contemplated enforcement or exercise of any of the Lessor's rights or powers following a breach of any term of this Lease.

19 Dispute resolution

19.1 Management level discussions

If a dispute arises about a clause, or the rights and obligations of either party, then the parties must use all reasonable endeavours to settle the matter in dispute within five (5) Business Days of both parties becoming aware of the dispute. For the purpose of this clause, to assist in resolving a dispute at first instance, the matter in dispute must be discussed at management level.

19.2 Committee to resolve disputes

Failing satisfactory resolution of a dispute under clause 19.1, a committee consisting of:

- (a) a representative of the Lessor;
- (b) a representative of the Lessee; and
- (c) an independent third person appointed, at the request of either party, by the President of the Law Society of Tasmania (or its successor body) to act as mediator,

must be established to try to resolve the dispute.

19.3 Arbitration

If the parties fail to resolve a dispute under clause 19.2, then the matter must be referred to arbitration under the *Commercial Arbitration Act 1986*.

20 Severance

20.1 Reading down provisions

If a provision of this Lease is void or voidable or unenforceable, either by the Lessor or the Lessee, but would not be void or voidable or unenforceable if it were read down and is capable of being read down, it must be read down accordingly.

20.2 Severance

If, despite clause 20.1, a provision of this Lease is still void or voidable or unenforceable by either the Lessor or the Lessee, then:

- (a) if the provision would not be void or voidable or unenforceable if a word or words were omitted, then that word or those words (as the case may be) are severed; and
- (b) in any other case, the whole provision is severed;

and the remainder of this Lease has full force and effect.

21 Governing law and jurisdiction

21.1 Law of Tasmania

This Lease is governed by the law of Tasmania, and the parties submit to the jurisdiction of the Courts of Tasmania.

21.2 Proceedings issued under or about this Lease

Any proceedings issued against the Lessor under or about this Lease, must be instituted either:

- (a) in a Tasmanian court; or
- (b) in the Federal Court, from the Tasmanian Registry of that court.

22 Rights cumulative

The rights and remedies provided in this Lease are cumulative and not exclusive of any rights or remedies provided by law.

23 Confidentiality

- (a) Despite any confidentiality or intellectual property right subsisting in this Lease or a schedule, appendix, annexure or attachment to it, either party may publish all or any part of it without reference to the other.

- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwth).

Executed as a Lease.

Signing page

Dated:

29th September

2008

Signed Sealed and Delivered by)
The Honourable David Edward)
Llewellyn MP (the Minister)
administering the *Crown Lands Act*)
1976) in the presence of:)

Signature

Signature of witness

Name of witness (block letters)

3 DENNITT ST BARRY PT

Address of witness

Minisraun Advisor

Occupation

Signed Sealed and Delivered by)
The Honourable Michelle Anne)
O'Byrne MP (the Minister)
administering the *National Parks*)
and Reserves Management Act)
2002) in the presence of:)

Signature

Signature of witness

Name of witness (block letters)

19 PAVINA ST NEW TOWN

Address of witness

HEAD OF OFFICE

Occupation



Executed for and on behalf of)
Gunns Limited (ACN 009 478 148))
under section 127(1) of the)
Corporations Act 2001 (Cwlth):)

Director JOHN E. GAY

Director/Secretary WAYNE CHAPMAN

Schedule 1

The Land

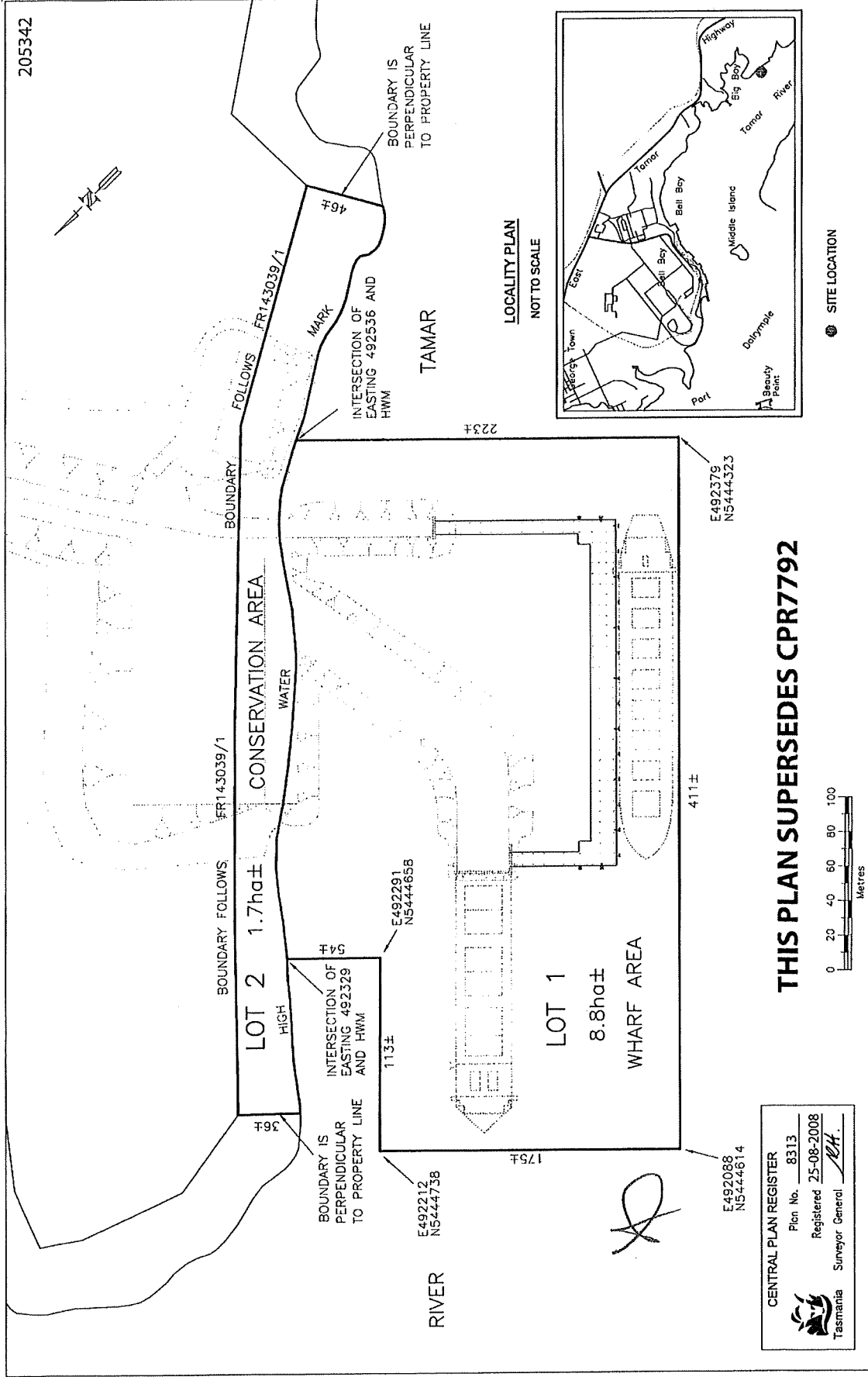
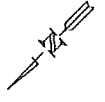
All that land located in the Tamar River at Longreach in Tasmania, more particularly shown as:

- (a) Lot No. 1, (Crown Land); and
- (b) Lot No. 2, (Reserved Land);

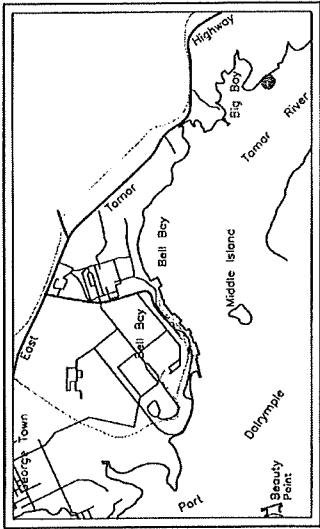
on the attached plan CPR No ~~7792~~
8313^{tt}



205342

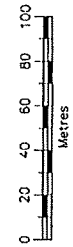


LOCALITY PLAN
NOT TO SCALE



● SITE LOCATION

THIS PLAN SUPERSEDES CPR7792



CENTRAL PLAN REGISTER
 Plan No. 8313
 Registered 25-08-2008
 Tasmania Surveyor General *LH*

LESTER FRANKS

**LEASE PLAN
GUNNS LIMITED**
 WHARF AREA
 BELL BAY PULP MILL

Surveyors | Planners | Project Managers
 A 115 Steele St, Devonport
 Tasmania Australia 7310
 T | 03 6424 6444 F | 03 6424 6825
 E | info@lestfranks.com.au
 W | www.lestfranks.com.au

NO	DATE	DRN	CHRD	DESCRIPTION
2	15/09/08	CA	MG	REVISED LAYOUT LEASE BOUNDARY
1	22/05/07	CP	MG	CHANGE LOCATION PLAN
0	06/06/07	CP	MG	FIRST ISSUE

This plan is not intended for attachment to
 any other documents

OUR REF: H00817.30.0001.1
CONTOUR INTERVAL: N/A
DATUM: MGA
SCALE: 1:2000
DATE OF SURVEY: 18/08/2008
DRAWING No: H00753-M01
REV 2 SHEET No: 1 OF 1

BOUNDARY IS PERPENDICULAR TO PROPERTY LINE

INTERSECTION OF EASTING 492536 AND HWM

INTERSECTION OF EASTING 492329 AND HWM

BOUNDARY FOLLOWS

BOUNDARY IS PERPENDICULAR TO PROPERTY LINE

RIVER

TAMAR

LOT 1
8.8ha±
WHARF AREA

LOT 2
1.7ha±
CONSERVATION AREA

BOUNDARY FOLLOWS

BOUNDARY FOLLOWS

BOUNDARY FOLLOWS

BOUNDARY FOLLOWS

36f

HIGH

FR143039/1

FR143039/1

46f

MARK

46f

E492088
N5444614

E492291
N5444658

E492379
N5444323

175f

411±

223f

Schedule 2

Special Provisions

1. Works

1.1 Definition

In this schedule “**Works**” means the design, development and construction by the Lessee on the Land of a wharf or other structure in connection with marine activities.

1.2 Lessee to undertake Works

The Lessee:

- (a) covenants with the Lessor to undertake, construct, complete and make fully operational, the Works in accordance with all necessary approvals by all the relevant authorities;
- (b) acknowledges that the Land is leased to the Lessee on condition that the Lessee will undertake and complete the Works so as always to be consistent with the Pulp Mill Permit in all respects;
- (c) acknowledges that, upon the expiration or sooner determination of this Lease, all improvements to the Land, including the Wharf, may, at the sole discretion of the Lessor, become the property of, and vest in, the Crown in Right of Tasmania without any compensation to the Lessee.

1.3 Lessee’s obligations before commencing Works

Before commencing the Works, the Lessee must:

- (a) ensure that detailed specifications, plans, drawings, time and performance schedules and detailed costings of the Works are submitted for the Lessor’s assessment, consideration and consent; and
- (b) ensure that all necessary consents, approvals and permits are obtained from any municipal or other authority.

1.4 Lessee's obligations relating to the Works

The Lessee must:

- (a) commence and complete the Works no later than the dates for doing so in the documentation referred to in clause 1.3 of this Schedule or as the Lessor otherwise agrees;
- (b) carry out and complete the Works with all reasonable expedition and good workmanship and in accordance with all applicable Australian Standards and Municipal requirements;
- (c) carry out the Works in accordance with the documentation described in clause 1.3 of this Schedule 2;
- (d) employ or engage persons, properly skilled and accredited in their professions or trades, to carry out the Works;
- (e) carry out the Works with as little disturbance as reasonably possible to the Lessor, adjoining owners and the areas or waters surrounding or adjacent to the Land;
- (f) ensure that the machinery used to carry out the Works is free of marine pests; and
- (g) immediately make good, to the Lessor's satisfaction, any damage caused to adjoining owners, or the areas or waters surrounding or adjacent to the Land.

1.5 Progress Reporting

- (a) The Lessee must give at least 30 days prior notice (by telephone to 6336 5286) to the Parks and Wildlife Service – Northern Region, before starting any part of the Works on the Land.
- (b) The Lessee must provide to the Lessor progress reports on the Works completed or being undertaken, such reports to be submitted on the dates and in the format as the Lessor notifies to the Lessee.

1.6 Non-compliance with timeframes

The Lessee acknowledges that if all reasonable endeavours have not been used to comply with the timeframes in clause 1.4 of this Schedule 2, then non-compliance is a breach of covenant constituting an act of default under this Lease, that entitles the Lessor to terminate this Lease under clause 10 (*Termination of Lease*).

1.7 Non-commencement of Works

Any party may terminate this Lease if, for any reason, the Works have not commenced within six (6) months after the Commencement Date.

1.8 Survey of Wharf

The Lessee must, within six months after completion of the Works, and at its own cost, survey the Wharf and provide a survey plan, in a format satisfactory to the Department of Primary Industries and Water, to the Department of Primary Industries and Water.

2. Wharf

2.1 Pulp Mill Permit

Following completion of the Works, the Lessee:

- (a) must occupy and use the Land so as always to be consistent with the Pulp Mill Permit in all respects; and
- (b) must not undertake any improvement, extension, addition, alteration, reconstruction or removal of the Wharf without the prior written consent of the Lessor and the relevant authorities.

2.2 Destruction of Wharf

If the Wharf:

- (a) is substantially destroyed; or
- (b) becomes the subject of an abatement notice under the *Local Government Act 1993* (Tas); or
- (c) in the Lessor's opinion, is substandard and cannot be upgraded to a reasonable standard without reconstruction,

then the Lessor may give written notice to the Lessee terminating this Lease. This Lease will determine 20 Business Days after the Lessee receives the notice.

3. Access to the Land

If the Lessor requires the Lessee to limit, or change, its method of access to, or use of, the Land or the Wharf:

- (a) to allow improved public use of a coastal or river reserve; or
 - (b) to prevent or minimise coastal erosion; or
 - (c) to allow coastal erosion works; or
 - (d) to allow such other works as the Crown decides to carry out,
- then the Lessee must comply with that request.

"C"



Media Release

Friday, 12 November 2021

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WOODSIDE DRIVING FORWARD RENEWABLE HYDROGEN IN TASMANIA

Leading Australian energy producer Woodside has secured land for its proposed H2TAS hydrogen plant, marking another step forward in the company's plans for large-scale production of renewable hydrogen and ammonia.

The land is a partially cleared site in the Austrak Business Park (Long Reach), in the Bell Bay area of northern Tasmania. Woodside and Austrak have agreed an exclusive option for a long-term lease.

H2TAS is a phased development with the potential to support up to 1.7 gigawatts (GW) of electrolysis for hydrogen and ammonia production. The initial phase would have capacity of up to 300 megawatts (MW) and target production of 200,000 tonnes per annum (tpa) of ammonia, matched to forecast customer demand.

H2TAS would use a combination of hydropower and wind power to create a 100% renewable ammonia product for export as well as renewable hydrogen for domestic use.

In January 2021, Woodside signed a Memorandum of Understanding with the State of Tasmania, which outlined the Tasmanian Government's support for the H2TAS Project. The State recognises the value of developing a hydrogen hub in the Bell Bay area that capitalises on Tasmania's advantage in renewable energy generation.

Woodside announced in May 2021 a project consortium under a Heads of Agreement with Japanese companies Marubeni Corporation and IHI Corporation. The parties have completed initial feasibility studies and concluded that it is technically and commercially feasible to export ammonia to Japan from the Bell Bay area.

Woodside CEO Meg O'Neill said H2TAS aligned with the company's strategy to develop new energy projects that were customer-led and scalable to market demand, adding lower-carbon products and services to its international portfolio of world-class energy assets.

"H2TAS is already garnering interest from existing and prospective Woodside customers in Asia and Europe.

"Combined with our landmark H2Perth project announced last month, H2TAS will help to position Australia as a global leader in this emerging industry.

"Importantly, this project would also create local construction and operational jobs and new opportunities for Tasmanian businesses," she said.

Woodside is targeting a final investment decision in 2023, with construction and commissioning expected to take approximately 24 months.

Contacts:

MEDIA

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E: christine.forster@woodside.com.au

Additional background on H2TAS

Hydrogen produces zero carbon emissions when it is used as fuel and is emerging as a critical component in the world's transition to a cleaner future. Ammonia is currently the most established means of safely transporting hydrogen over long distances.

The proposed H2TAS project is a renewable hydrogen project to be constructed on a partially cleared site located east of the Bell Bay Advanced Manufacturing Zone, a heavy industrial precinct north of Launceston.

At full potential, H2TAS would involve a 1.7GW phased electrolysis-based hydrogen and ammonia plant, subject to customer demand and utility availability. The initial phase of 300MW would target production of 200,000 tpa of ammonia matched to forecast export demand, and small volumes of hydrogen and ammonia locally as the domestic market develops. The facility would use a combination of hydropower and wind.



H2TAS: Phase 1 (Conceptual image only)



H2TAS: Full Capacity (Conceptual image only)

