



23 APRIL 2026

Shire of Esperance

28 APRIL 2026

SUPPLEMENTARY ITEMS



16. URGENT BUSINESS APPROVED BY DECISION

Item: 16.1

Land Access Proposal - Shark Lake Industrial Park Stage 2

Author/s	Shane Liddelow	Manager Economic Development
Authorisor/s	Shane Burge	Chief Executive Officer

File Ref: D26/11437

Applicant

Renewables Bio Group

Location/Address

N/A

Executive Summary

For council to consider a request by Renewables Bio Group to access land at Shark Lake Industrial Park Stage 2 to undertake feasibility work for their Australis Renewable Carbon Facility project, with a first right of refusal agreement in place to take up the land during a three-year term.

Recommendation in Brief

That Council

1. Provide in principal support to Renewables Bio Group development proposal for the Australis Renewable Carbon Facility at Shark Lake Industrial Park, Stage 2.
2. Grant Renewables Bio Group a first right of refusal to take up the land area for a period of three years.
3. Request the CEO to formalise an access agreement license for Renewables Bio Group to conduct its feasibility studies for the project at the site.

Background

Renewables Bio Group wrote to the Shire seeking to brief Council on their proposed Australis Renewable Carbon Facility and seek Council support to access the Shark Lake Industrial Stage 2 land area to conduct its feasibility work for the project.

A briefing with Council was held on Tuesday 21st April where Renewables Bio presented the project details, benefits to Esperance and the support they were seeking from Council.

Officer's Comment

The project has the potential to deliver significant benefits to the Esperance region and supporting local business and industry is strongly aligned to the Council Plan and its prosperity objective.

Structuring the agreement in the proposed form allows each party maximum flexibility with the site and allows Renewables Bio to undertake their feasibility work whilst the Shire maintains ownership of the land. Should the Shire resolve at any time during the three-year term to dispose of, lease or otherwise grant rights to a third party of Stage 2 land it will provide first right of refusal in written notice to Renewables Bio to elect to take up the land on agreed terms within a specified timeframe.

Should Renewables Bio during the agreement period, seek to take up the land, further terms and conditions will need to be negotiated with Council and formally processed as per the Local Government Act and the disposal of property requirements.

Consultation

Council
Shire Executive Officers

Financial Implications

Nil

Asset Management Implications

Nil

Statutory Implications

Nil

Policy Implications

Nil

Strategic Implications

Council Plan 2022 – 2032
Growth And Prosperity

Support our businesses to grow, adapt and assist in building capacity

Environmental Considerations

Attachments

A1. Land Access Proposal - Shark Lake Industrial Park Stage 2

Officer's Recommendation

That Council

1. Provide in principal support to Renewables Bio Group development proposal for the Australis Renewable Carbon Facility at Shark Lake Industrial Park, Stage 2.
2. Grant Renewables Bio Group a first right of refusal to take up the land area for a period of three years.
3. Request the CEO to formalise an access agreement license for Renewables Bio Group to conduct its feasibility studies for the project at the site.

Voting Requirement

Simple Majority

Renewable.bio Group Pty Ltd
Level 2, Wentworth Building
300 Murray Street, Perth
Western Australia 6000



22st April 2026

Mr Shane Burge

Chief Executive Officer
Shire of Esperance
PO Box 507
Esperance WA 6450

RE: Shark Lake Industrial Park Stage 2 — Proposed Land Access, First Right of Refusal and Peppercorn Lease

Dear Shane,

Thank you for the positive meeting — we are genuinely encouraged by the Shire's response and keen to keep the momentum going. This letter sets out our proposed approach to securing land access for the Australis Renewable Carbon Facility at Shark Lake Industrial Park Stage 2, along with a brief summary of what this project means for the Esperance community.

We have kept the process as simple as possible. Two steps — both well within the Shire's existing authority — are all we need to get moving.

WHAT THIS PROJECT DELIVERS FOR ESPERANCE

Before setting out the land access process, we want to be direct about what the ARCF means for the Esperance community. These are not aspirational figures — they are commitments built into the project design and tied directly to reaching FID and commencing construction:

Community Benefit	Detail
20–30 direct skilled jobs ≥70% local hiring	Operators, engineers, electricians, fitters, lab technicians, and logistics staff — ongoing skilled employment in Esperance, not FIFO.
6+ apprenticeships per year	Joint programs with South Regional TAFE building a durable local skills base in renewable fuels operations — a new career pathway for young Esperance residents.
A\$30M+ per year local economic spend	Farmgate feedstock payments to local grain growers, local contractor procurement, services, and maintenance — money that stays in Esperance.
Stage 2 civil development at our cost (subject to FID)	We fund and deliver the civil infrastructure and development works for Shark Lake Industrial Park Stage 2 as part of our project scope. Zero direct cost to the Shire.

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Community Benefit	Detail
Biochar and digestate to Esperance farmers	~78,000 tpa digestate returned under MOU to local growers, reducing fertiliser costs. ~100,000 tpa biochar improving soil health, water retention, and carbon sequestration.
Locally produced renewable diesel	30–60 million litres per annum of lower-emission diesel for Esperance farms, transport operators, and mining — reducing regional fuel costs and fossil dependency.
New income for grain growers	Wheat straw — previously a crop residue disposal cost — becomes a paid feedstock. ~100,000 tpa required, all sourced within 50 km of the facility.
Soil carbon ACCUs for farmers	Biochar application generates soil carbon ACCUs, giving Esperance farmers access to carbon income streams and supporting their sustainability credentials with export customers.

THE TWO STEPS

We are asking for two things, in sequence. Both sit comfortably within the Shire's existing authority and neither requires external legal advice at this stage.

Step 1 — Council Resolution: First Right of Refusal

A single Council resolution at the next scheduled meeting — no legal agreement, no external cost. The minuted resolution is the instrument.

What it does:

formally records that the Shire will offer Renewable.bio Group Pty Ltd first right to take up the Stage 2 land before dealing with any third party, for three years.

What it does not do:

does not transfer ownership, does not create any financial liability, and does not obligate the Shire to deal with the land at all.

Cost to the Shire: nil.

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Step 2 — Peppercorn Access Lease (CEO-Issued)

A short-form licence issued by the CEO within 60 days of the resolution, at \$1.00 per annum. No external legal drafting required.

What it does:

gives us the legal right of access to the Stage 2 land for geo-technical drilling, survey, environmental baseline studies, and planning preparation — all the ground investigations required before FID.

What it does not do:

does not transfer possession, does not authorise construction, and does not fix commercial terms for any future lease or acquisition.

Cost to the Shire: \$1.00 per annum. All investigation data collected on site goes to the Shire at no cost.

SUGGESTED COUNCIL RESOLUTION

The following wording can be adapted by your officers for the Council briefing note and resolution:

PROPOSED RESOLUTION

That Council resolves to grant Renewable.bio Group Pty Ltd a first right of refusal over the land described as [Lot/Plan reference], Shark Lake Industrial Park Stage 2, Esperance, for a period of three (3) years from the date of this resolution, on the following basis:

- (a) Should the Shire of Esperance resolve at any time during the three-year term to dispose of, lease, or otherwise grant rights over any part of the Stage 2 land to a third party, it will first provide written notice to Renewable.bio Group Pty Ltd and allow thirty (30) business days for Renewable.bio Group Pty Ltd to elect to take up the land on equivalent or agreed terms;
- (b) Subject to Renewable.bio Group Pty Ltd reaching a positive Final Investment Decision (FID) on the Australis Renewable Carbon Facility, Renewable.bio Group Pty Ltd commits to fund and deliver the civil infrastructure and development works required to bring Shark Lake Industrial Park Stage 2 to a fully serviced, development-ready standard as part of the ARCF project scope, at no direct cost to the Shire;
- (c) The CEO is authorised to issue a confirming letter to Renewable.bio Group Pty Ltd evidencing this resolution, and to negotiate and execute a short-form peppercorn access licence over the Stage 2 land at \$1.00 per annum for geo-technical and survey works, environmental assessment, and planning preparation; and
- (d) This resolution does not obligate the Shire to dispose of or otherwise deal with the Stage 2 land, and the Shire retains full ownership and control of the land throughout the term.

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PEPPERCORN LEASE— KEY TERMS

Once the resolution is passed, we would ask for the peppercorn lease as soon as practicable. Your office can document this in a short letter agreement on Shire letterhead — no external legal drafting needed:

Term	Three (3) years, co-terminus with the Council resolution, extendable by mutual agreement.
Rent	\$1.00 per annum, payable on the anniversary of commencement.
Permitted use	Geo-technical investigation, cadastral and topographic survey, environmental baseline assessment, infrastructure connection studies, and planning application preparation. No construction or permanent works without separate CEO consent.
Access notice	48 hours' written notice to the Shire before any site access for investigation works.
Insurance	Renewable.bio Group Pty Ltd to hold public liability insurance of not less than \$20 million — certificate of currency to the Shire before first access.
Data sharing	All geo-technical reports, survey data, and environmental results provided to the Shire at no cost upon completion, regardless of project progression.
Make good	On expiry or termination (if not superseded by a formal lease), Renewable.bio Group Pty Ltd to make good any site disturbance to the reasonable satisfaction of the CEO.
At FID	On confirmation of FID, Renewable.bio Group Pty Ltd notifies the Shire within 10 business days and the parties negotiate a formal lease or land acquisition on commercial terms — with the Stage 2 development works commitment forming a central part of the consideration.

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NEXT STEPS



To keep things moving, we suggest the following:

1	CEO confirms the Stage 2 lot reference(s) and the date of the next scheduled Council meeting.
2	We provide a one-page project summary for the Council agenda papers and confirm our availability to attend the briefing session if that would be helpful.
3	Council considers and passes the resolution at the next meeting.
4	CEO issues a confirming letter on Shire letterhead referencing the resolution number, date, and land parcel.
5	Within 60 days of the resolution, CEO issues the peppercorn access lease (short letter agreement — no external legal required).
6	We mobilise geo-technical, survey, and planning teams. Ground investigation and planning work commences immediately.

Shane, the Shire's open approach has been exactly the kind of partnership we hoped for. The resolution model keeps things straightforward — the Shire remains in full control, there is no cost or legal complexity at this stage, and we can be on site doing productive work within weeks of the resolution passing. **Please call me directly at any time to discuss.**

Yours sincerely,

Angelo Dabala

CEO

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Note: This letter and the proposed resolution wording are provided for discussion purposes and do not constitute a legally binding agreement. The Shire should seek its own advice on the resolution wording if required. Renewable.bio Group Pty Ltd acknowledges that the Council resolution is subject to the Shire of Esperance's normal governance and meeting processes.

17. MATTERS BEHIND CLOSED DOORS