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# RPI ACT DEVELOPMENT APPLICATION SUPPORTING INFORMATION

Mount Isa Mines Limited

Morestone/Century East Project

JULY 2024



# **Document Control Sheet**

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### 1. Introduction

Mount Isa Mines Limited (MIM), a Glencore company, proposes to undertake low impact exploration activities on a number of Exploration Permit for Minerals (EPM) located approximately 150 to 200km northwest of Mount Isa in northwest Queensland ("the Project").

The Project area consists of 20 EPMs, one granted and 19 in application, as detailed below and shown in (**Figure 1**). Collectively, the Project is known as the "Morestone/Century East Project". The EPMs in this project are as follows:

2. EPM 28738       12. EPM 28833         3. EPM 28739       13. EPM 28843	7
2 EDM 28720 12 EDM 2884	1
5. LFIVI 20755 15. LFIVI 2004.	1
4. EPM 28740 14. EPM 28842	2
5. EPM 28741 15. EPM 28843	3
6. EPM 28742 16. EPM 28844	4
7. EPM 28743 17. EPM 28845	5
8. EPM 28744 18. EPM 28985	5
9. EPM 28745 19. EPM 29003	1
10. EPM 28746 20. EPM 29046	6

The Project is situated within the Gulf Rivers Strategic Environmental Area (SEA) (**Figure 1**) and therefore MIM requires approval under Section 27 of the *Regional Planning Interests Act 2014* (RPI Act). MIM holds four granted Environmental Authorities (EA) for each of the EPMs that are part of the Project located within the SEA (P-EA-100270477, P-EA-100399231, P-EA-100444697, P-EA-100608730, P-EA-100665402), and is therefore an eligible person under section 28 of the RPI Act.

Pursuant to section 34(2) of the RPI Act and Section 13 of *Regional Planning Interests Regulation 2014* (RPI Regulation), the assessment application is not notifiable as the proposed exploration activities will be carried out in a SEA and not a priority living area. However, in accordance with Section 34(4) of the RPI Act, the assessment application can become notifiable if the Chief Executive provides MIM with a notice requiring the application to be notifiable.

In accordance with Section 12(2) of the RPI Regulation, the assessing agencies for a SEA are the Department of Environment, Science, and Innovation (DESI) and the Department of Resources (DoR). The function of DESI is to assess the expected impact of the activity on the ecological integrity of the environmental attributes for the area that relate to riparian processes, wildlife corridors or water quality. While the function of DoR is to assess the expected impact of the activity on the hydrodynamics of, and interactions with, the environmental attributes for the area that relate to hydrologic or geomorphic processes or beneficial flooding.

This report will outline the environment attributes and expected impacts of this proposed exploration project on the environmental attributes.



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# 1.1 The Applicant and Project Overview

MIM (a Glencore company) is a copper and zinc producer, developer and explorer located in the Mount Isa District of northwest Queensland and is currently celebrating their 100<sup>th</sup> year. MIM operate two mining and processing streams, copper and zinc-lead-silver. MIM produce copper at their Enterprise and X41 underground mines in Mount Isa, which form some of the largest networks of underground mine development in the world, making it the second largest copper producer in Australia. MIM also has one of the largest zinc resources based in the world, with zinc assets in and around Mount Isa consisting of the George Fisher underground mine, and Lady Loretta underground mine located 140 kilometres north-west of Mount Isa. MIM processes ores onsite at their copper and zinc-lead concentrating and smelting operations, to produce copper anode, lead bullion and concentrates.

MIM has been in operation since January 1924 and has been actively exploring in the Mount Isa region since that time. The purpose of this exploration work is the discovery of economic resources of copper, lead, and zinc, which are critical metals for the state economy and for development of renewable technologies.

# 1.2 Property and Tenure Details

There are a total of seventeen (17) land parcels within the SEA and across the Project area, it is noted that a couple of these land parcels have sub-leases. Summary details of the properties located across these tenements and within the SEA are shown in **Table 1**. Title searches have been attached at **Appendix 1**.

There are two easement corridors that transect the Project Area, one being for a powerline and the other being for road access. These two corridors include:

95-metre-wide powerline easement

- North Queensland Electricity Corporation Limited (A.C.N 078 848 978)
  - Easement A on SP102699
  - Easement A on SP133638
  - o Easement B on SP133638
  - Easement C on SP113638
  - o Easement S on SP133638
  - Easement Z on SP113638
  - Easement P on SP102696
  - Easement R on SP102696
- Ergon Energy Corporation Limited (A.C.N. 087 646 062)
  - Easement S on SP133638
  - Easement Z on SP113638

100-metre-wide access easement

- The State of Queensland (Represented by the Department of Transport)
  - Easement E on SP132944
  - Easement F on SP132945



Tenure details for the Project are summarised in **Table 2**. Standard EAs P-EA-100270477, P-EA-100444697, P-EA-100608730 and P-EA-100665402 were granted as a part of the approval for their respective EPMs (see **Table 2**), requiring MIM to comply with the terms and conditions of the *"Eligibility criteria and standard conditions for exploration and mineral development projects – ESR/2016/1985"*, as produced by DESI.

EA P-EA-100399231 has been varied to include:

"Significant residual impacts to prescribed environmental matters are not authorised on EPM 28831, EPM 28841 and EPM 28842 under this environmental authority or the Environmental Offsets Act 2014. Records demonstrating that each impact to a prescribed environmental matter did not, or is not likely to, result in a significant residual impact to that matter must be: a) completed by an appropriately qualified person; and b) kept for the life of the environmental authority.



#### **Table 1 Property Details**

Lot/Plan	Property Name	Tenure	Landholder	Postal Address	Other details (if known)	Overlapping EPMs
1/GY14	Gregory	Lands	Paraway Pastoral	Gregory Downs Station,		28843, 28845
3/SP194668	Downs	Lease	Company Limited (A.C.N.	CMB 6, MOUNT ISA		28843, 28845
12/SP177392	Rocklands Station	Lands Lease	122 572 641)	QLD 4825	Email: <u>rocklands@paraway.com.au</u>	28740, 28741, 28747
1/UN7	Thorntonia Station	Rolling Term Lease	Bezuma Pastoral Co Pty Ltd (A.C.N. 010 553 474) C/- Lloyd and Wendy Hick	Thorntonia Station, Via Camooweal QLD 4828	Ph: 0447 484 852 (Lloyd Hick) Email: <u>thorntonia@activ8.net.au</u>	28557, 28738, 28741, 28742, 28743, 28744, 28746, 28831, 28841
1/UN8						28742, 28743, 28745, 28746
3/SP263004	Undilla Station	Term Lease	Lindsay Wray Miller & Neil Lindsay Miller	Undilla Station, Camooweal QLD 4828	Ph: (07) 4748 4804 Email: <u>undillastation@gmail.com</u>	28742, 28743, 28745, 28746, 28842
62/SP263004						28831, 28842, 29001
122/SP162831	Morstone Downs Station	Term Lease	Gambamora Industries Pty Ltd (A.C.N. 009 941 173)	PO BOX 3481, Burleigh Heads, QLD, 4220		28739, 28740, 28741, 28742, 28743, 28744, 28745, 28746, 28747
2/CP907594	Yeldham	Term Lease	James Cameron Brown & Elizabeth Veronica Brown	Mayfield Station CMA 4, DUCHESS, QLD, 4825		28844
2656/PH1611		Torres	Michael William	DO DOV 272 Winter		28744
4673/PH1612	Split Rock	Term Lease	Seymour & Anne Lenia Seymour	PO BOX 272, Winton, QLD, 4735		28738, 28744
2680/CP883164	Norfolk Holding	Rolling Term Lease	Catapar Holdings Pty Ltd (A.C.N. 162 760 581) as Trustee	11364 Gregory Downs Camooweal Road, Camooweal QLD 4828	Email: <u>darren.childs@bigpond.com</u>	28739, 28747



Lot/Plan	Property Name	Tenure	Landholder	Postal Address	Other details (if known)	Overlapping EPMs
3/UN803945	Koolamara Station	Rolling Term Lease	David Alfred Spreadborough & Julie Robyn Spreadborough	PO BOX 99, Mount Isa, Qld, 4825	Ph: 0457 477 229 (Julia Spreadborough) Ph: 0484 919 400 (Thomas Spreadborough) Ph: 07 4748 4802 (Koolamarra Station)	28738, 28557
4/GY805051	Riversleigh	Rolling Term Lease	Lawn Hill and Riversleigh Pastoral Holding	Lawn Hill Station, PMB 34, Mount Isa, QLD,	Ph. 0488 096 803 (Kevin Cairns, Waanyi Liaison) Ph: 07 4748 5606 (Riversleigh Homestead)	28831, 28843, 28844, 28845, 28985, 29001, 29046
5/SP111112	Lawn Hill	Rolling Term Lease	Company Pty Ltd (A.C.N. 083 607 470)	4825	Ph: 07 4748 5583 (Lawn Hill Homestead) Website: <u>https://www.lhrphc.com.au/about.htm</u>	28844
5/CP865892		Term Lease	Calton Hills Pty Ltd (A.C.N. 066 708 727)	PO Box 2935, MOUNT ISA QLD 4825	Paul Edmonds Manager Email: <u>manager@caltonhills.com.au</u> Shaun Donaldson, Company Secretary (accountant at Halpin Partners in Cairns) Ph: 07 4052 0847 Ph:0428 406 069 Email: <u>admin@caltonhills.com.au</u> Email: <u>shaun@halpinpartners.com.au</u>	28857
6/CP907593	Century Zinc Mine	Term Lease	Century Mining Limited (A.C.N. 006 670 300)	Tenement Administration Services, Level 2, 326 Hay St, East Perth, WA 6004		28844



#### Table 2 EA and Tenure Details

Environmental Authority (EA)			Exploration Permit Minerals other than Coal (EPM)										
			EPM						Term	Distance	Sub		
Number	Туре	Status	Number	EPM Name	Status	Lodge Date	Grant Date	Expiry Date	sought	from Mt Isa	Blocks		
P-EA- 100270477	Standard	Granted	28557	Koolamarra	Granted	20/06/2022	22/02/2024	21/02/2029	5 Years (current)	115km NW	23		
			28738	Albacore	Application	09/03/2023	-	-	5 Years	170km NW	100		
			28739	Bigeye	Application	09/03/2023	-	-	5 Years	170km NW	100		
			28740	Bluefin	Application	09/03/2023	-	-	5 Years	170km NW	96		
			28741	Longtail	Application	09/03/2023	-	-	5 Years	170km NW	99		
			28742	Bonito	Application	09/03/2023	-	-	5 Years	170km NW	100		
			28743	Dogtooth	Application	09/03/2023	-	-	5 Years	170km NW	100		
P-EA-	Variation	Granted	28744	Tonkol	Application	09/03/2023	-	-	5 Years	170km NW	100		
100399231		tion – Not Effective	28745	Mackerel	Application	09/03/2023	-	-	5 Years	170km NW	100		
100399231			28746	Shipjack	Application	09/03/2023	-	-	5 Years	170km NW	100		
			28747	Yellowfin	Application	09/03/2023	-	-	5 Years	170km NW	99		
			28831	Bundamba	Application (Priority)	01/06/2023	-	-	5 Years	170km NW	96		
			28841	Shady	Applicant	02/06/2023	-	-	5 Years	160km NW	72		
			28842	Caulfield	Application (Priority)	01/06/2023	-	-	5 Years	170km NW	96		
		Created	28843	Kamarga Ford	Application	02/06/2023	-	-	5 Years	240km NW	92		
P-EA-	Standard	Granted – Not	28844	Archie Creek	Application	02/06/2023	-	-	5 Years	240km NW	83		
100444697	Stanuaru	Effective	28845	Rankin Plain	Application	02/06/2023	-	-	5 Years	240km NW	74		
		Ellective	28985	Lily Lagoon	Application	02/01/2024	-	-	5 Years	240km NW	99		
P-EA- 100608730	Standard	Granted – Not Effective	29001	Rome	Application	01/03/2024	-	-	5 Years	150km NW	21		
P-EA- 100665402	Standard	Granted – Not Effective	29046	Beaumont Valley	Application	03/06/2024	-	-	5 Years	200km NW	3		



### 2. Proposed Activities

MIM propose to undertake very low impact work exploration activities under the EPMs listed in **Table 2**, which will fall within the Gulf Rivers SEA.

The low impact work activities currently proposed within the Project area includes:

- Travelling along existing roads and tracks;
- Geological reconnaissance and mapping;
- Hand sampling (soil, rock chip, stream sediment sampling);
- Geophysical surveys (both airborne and ground);
- Cultural heritage field inspections;
- Groundwater and surface water monitoring;
- Flora and fauna surveys;
- Site surveying and pegging; and
- Temporary camp sites.

These very low impact exploration activities may be undertaken on all land parcels stated in **Table 1** and have been described further in the following sub-sections.

### 2.1 Access Roads and Tracks

Access to the very low impact exploration activity areas will be via the existing road network and then using existing station tracks. No new access tracks will be made to facilitate the work.

In some instances, existing tracks may be of poor quality and may require re-grading. If required, any re-grading will be conducted within the existing track footprint and in consultation with the landholder, and will not involve the widening of the existing track resulting in any new disturbance.

### 2.2 Geological Reconnaissance and Mapping

This work is undertaken by a geologist who traverses the ground, usually on foot. The geologist records observations of the outcropping rocks in the area using maps and a GPS, noting areas of interest while concurrently assessing the regional terrain for the appropriateness of future exploration. Rock samples (approximately fist-sized) may be collected from exposed outcrops for further assessment and analysis.

Access to the area is by 4WD vehicle utilising existing tracks, and the vehicle is generally parked, and the reconnaissance completed on foot.

### 2.3 Soil Sampling

Soil sampling sites are generally spaced 50m apart along lines 200 to 400m apart. A site is selected away from trees and between grass patches, spinifex etc. A photograph is taken of the undisturbed area. A very shallow hole up to 30cm in depth is dug with a hand tool such as a mattock or pick. Soil from below the organic horizon is collected and sieved to obtain a fine fraction -80#. Approximately 50 to 100g of sieved material is collected and placed in a brown paper sample bag for assay. The small



hole (less than 0.01m<sup>3</sup>) is immediately backfilled, and the site photographed again before progressing to the next location. The collection of samples will not cause alteration to the natural state of the land.

The above method can be varied by using a dustpan and brush to sweep up ferruginous nodules scattered on the surface. These are then sieved to a size fraction >2mm and <6mm. Approximately 100g is collected and bagged for assay as described above. Although there is negligible disturbance the sites are photographed.

### 2.4 Geophysics

Electrical surveying is conducted along grid lines of 1-5km in length. Electrical surveying requires digging of 30cm deep electrode holes by shovel or auger at 50-100m intervals. Ground-based gravity or magnetic surveying involves collecting measurements with a gravimeter or magnetometer along GPS located grid lines. These measurements are completed by workers on foot. Geophysical surveying involves traversing the area in a 4WD vehicle with support trailers. Generators will be placed in areas clear of vegetation.

Following the survey, the following actions are undertaken in accordance with MIM Induced Polarisation Survey Guideline:

- All flagging is to be removed from the line.
- No rubbish is to be left along the line (tape, spray cans, lunch wrappers, etc).
- Where foil has been used for transmitter electrodes it must be removed, or, if permitted, properly buried so that no foil is exposed.
- Care is to be taken to ensure that all cables have been collected.
- All minor holes developed due to the removal of the receiver electrodes and transmitter electrodes must be backfilled.

MIM's Induced Polarisation Survey Guideline has been attached at Appendix 2.

### 2.5 Cultural Heritage Field Inspections

Cultural heritage field inspections will be conducted on foot and will involve the inspection of areas for culturally significant sites or artefacts.

Access to the cultural heritage survey areas is by 4WD vehicle utilising existing tracks, and the vehicle is generally parked, and the surveys completed on foot.

### 2.6 Water Monitoring

Both surface water and groundwater monitoring may be conducted within the Project area. Surface water monitoring may involve in situ measurements taken in the field using a handheld meter. Samples may also be taken by collecting small samples of water in appropriate containers for analysis by a laboratory.

Groundwater monitoring will be undertaken using any existing landowner bores. No new bores will be drilled. Similarly, this may involve in situ measurements taken in the field and collection of samples for analysis by a laboratory.



Access to the area is by 4WD vehicle utilising existing tracks, and the vehicle is generally parked, and the monitoring or sample collection to be completed on foot.

### 2.7 Flora and Fauna surveys

Any flora and fauna surveys will be conducted on foot by suitably qualified ecologists. Methods will likely involve transects, trapping and observational surveillance. For flora surveys, specimen samples may need to be taken for further analysis and identification. Access to the survey area is by 4WD vehicle utilising existing tracks, and the vehicle is generally parked, and the surveys completed on foot. Samples will be taken in accordance with standard survey practice.

### 2.8 Site Surveying and Pegging

Site surveying will involve the measuring and mapping out of areas to understand its dimensions, features and boundaries, while pegging will involve the placing of stakes or markers to indicate specific points or boundaries identified during the survey.

Access to the survey areas is by 4WD vehicle utilising existing tracks, and the vehicle is generally parked, and the survey completed on foot.

# 2.9 Temporary Camp Sites

If temporary camp sites are needed during exploration, MIM will follow procedures in accordance with the *Eligibility criteria and standard conditions for exploration and mineral development projects* – *Version 2 (2016)* and the MIM Low Impact Field Camps Guideline and Checklist (attached at **Appendix 3** and **Appendix 4** respectively).

Before establishing a campsite, MIM will agree on the location and a plan for managing the camp with the appropriate landholder, as required under the *Land Access Code – Version 3 (2023)*. Previous campsites will be used where possible. Due to the generally sparse nature of vegetation in the region, campsites will be located away from areas of cultural and environmental significance within existing sparsely vegetated areas where no clearing of vegetation is anticipated. In addition, when establishing and maintaining campsites the following measures or similar measures will be used:

- Campsites will be located at least 100m from any riverine areas;
- An appropriate human waste disposal facility (e.g. portable self-contained toilets or pit toilets will be installed);
- Absorption trenches or transpiration beds will be used to dispose of grey water;
- Grey water disposal areas will be situated at least 100m away from any watercourse; and
- All general waste will be collected and disposed of at a licensed general waste disposal facility.

### 2.10 Water

There are no water requirements for the exploration work program for the Project. Any drinking water required for personnel will be potable water, brought to site from Mount Isa.



# 2.11 Timing

Exploration is usually carried out during drier 'Field Season' months, between April and September, and contact will be made with the landholder to discuss best or preferred access routes, planned mustering etc., well in advance of any activities commencing. The wetter months of the year will generally be avoided so as to not cause damage to station tracks. However, given the very low impact exploration activities proposed, these activities may be conducted at any time of the year, weather permitting. <u>Therefore, MIM request **not** to be conditioned to only conducting the activities described above in the dry season</u>.



# 3. Environmental Attributes: Gulf Rivers SEA

The relevant environmental attributes for the Gulf Rivers SEA are described in Part 3 Section 9 of the RPI Regulation and are reproduced below.

- a) The natural hydrologic processes of the area characterised by
  - i. Natural, unrestricted flows in and along watercourses and estuaries; and
  - ii. Overflow from watercourses onto the flood plains of the area, or the other way; and
  - iii. Natural flow paths of water across flood plains connecting waterholes, lakes and wetlands in the area; and
  - iv. Natural flow in and from groundwater and springs;
- b) The natural geomorphic processes of the area characterised by
  - i. Natural erosion; and
  - ii. The transport and deposit of sediment by water throughout the catchments and along the watercourse systems and estuaries;
- c) The functioning riparian processes of the area characterised by native riparian vegetation associated with watercourses, estuaries, lakes and floodplains and wetlands;
- d) The functioning wildlife corridors of the area characterised by
  - i. Natural habitat in the watercourse systems; and
  - ii. Permanent waterholes and springs;
- e) The natural water quality in the watercourse channels and aquifers and on flood plains in the area characterised by physical, chemical and biological attributes that support and maintain natural aquatic and terrestrial ecosystems.

Sub-sections 3.1 to 3.6 of this Report detail the existing environment, with potential impacts and mitigation strategies detailed in Section 4 of this Report. However, the proposed non-ground disturbing exploration activities will have little to no impact upon the Gulf Rivers SEA.

# 3.1 Riparian Process and Vegetation Communities

The Project area is located primarily within the Northwest Highlands bioregion, with parts also located in the Mitchell Grass Downs bioregion and the Gulf Plains bioregion.

The Project area is largely comprised of regional ecosystems (REs) mapped as 'no concern' at present biodiversity status (**Figure 2**). The REs mapped within the Project Area that have an 'of concern' or 'endangered' biodiversity status are detailed in **Table 3**. REs 1.3.7, 1.3.9, 2.3.17 and 2.3.52 are riparian vegetation associated with the Thornton River, O'Shannassy River and Gregory River.



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### Table 3 Summary of 'Of Concern' and 'Endangered' Regional Ecosystems within Project Area

RE	Summary Description	Wetlands	Biodiversity Status	Vegetation Management Act Class	Structure Category
1.3.7	Eucalyptus camaldulensis woodland on channels and levees	Riverine	Endangered	Least concern	Woodland
1.3.9	Forest or woodland fringing perennial watercourses and on associated alluvium	Riverine	Of Concern	Of Concern	Woodland
1.3.10	Mixed tussock grassland on shallow alluvium	Not a Wetland	Of Concern	Of Concern	Tussock Grassland
1.7.3	Triodia pungens hummock grassland on ferricrete and on silcrete	Not a Wetland	Of Concern	Of Concern	Hummock Grassland
1.9.9	Acacia cambagei low woodland on clays developed on Cambrian limestones	Not a Wetland	Of Concern	Of Concern	Low Woodland
1.9.10	Sinkholes with low woodland of Celtis strychnoides and Ficus spp.	Not a Wetland	Of Concern	Of Concern	Low Open Forest
1.9.12	Triodia pungens hummock grassland on Cambrian limestones	Not a Wetland	Of Concern	Of Concern	Hummock Grassland
2.3.17	Eucalyptus microtheca +/- Excoecaria parvifolia, Lysiphyllum cunninghamii, Atalaya hemiglauca woodland fringing channels in fine-textured alluvial systems	Riverine	Of Concern	Least Concern	Woodland
2.3.20	Corymbia bella, Eucalyptus pruinosa, C. terminalis, Lysiphyllum cunninghamii in mixed woodlands on active levees and alluvial plains in the west	Not a Wetland	Of Concern	Least Concern	Woodland
2.3.52	Melaleuca spp., Eucalyptus camaldulensis, Lophostemon grandiflorus and Livistona rigida in mixed woodlands fringing major spring-fed watercourses	Riverine	Of Concern	Least Concern	Woodland
2.3.63	<i>Eucalyptus microtheca</i> +/- <i>Excoecaria parvifolia</i> , <i>Atalaya hemiglauca</i> woodland on scroll plains associated with meanders of major watercourses	Not a Wetland	Of Concern	Least Concern	Low Woodland
2.3.69	Dichanthium spp., Iseilema spp., Aristida spp. and Brachyachne convergens in mixed tussock grasslands on active Quaternary alluvial deposits derived from coarse-grained parent material in the west	Not a Wetland	Of Concern	Least Concern	Tussock Grassland
2.3.70	Eucalyptus pruinosa low woodland on old alluvial plains (recent Pleistocene surface)	Not a Wetland	Of Concern	Least Concern	Low Woodland
2.4.5	Atalaya hemiglauca, Grevillea striata, Acacia victoriae and Vachellia sutherlandii in mixed low open woodlands on Tertiary clay plains	Not a Wetland	Of Concern	Least Concern	Low Woodland



### 3.2 Wildlife Corridors

There are a number of Matters of State Environmental Significance (MSES) regulated vegetation – intersecting a watercourse throughout the Project Area. A map showing the MSES for the Project tenement areas is presented in **Appendix 5**. The riparian vegetation communities along these watercourses and drainage features not only function as habitat for fauna but also as a movement corridor.

### 3.3 Water Quality, Hydrological and Geomorphic Processes

The Morestone/Century East Project area within the Gulf Rivers SEA is situated Nicholson River subbasin. Drainage from the Project area will predominately flow into the Thornton River, O'Shannassy River and Gregory River. The Gregory Rivers joins the Nicholson River which ultimately flows into the Gulf of Carpentaria.

The location is very remote with very little data on the water quality of watercourses within the upper catchment of the Nicholson River sub-basin. Many of the lower order creeks within the Project area are likely to be highly ephemeral, with flows corresponding with recent rainfall in the catchment. There are two open Department of Regional Development, Manufacturing and Water (DRDMW) gauging stations directly downstream of the Project area. Due to the potentially large distances downstream of where exploration activities may occur, these gauging stations may not display the exact water quality characteristics surrounding the potential activities. However, the Gregory River at Riversleigh No.2 gauging station will provide some insight to the characteristics of the catchment.

Water quality characteristics and flow conditions can be observed in **Table 4** and **Table 5**. Water flow in the catchment is seasonal, exhibiting large flows throughout the wet season from December to March before flows decrease dramatically over the dry season.

Parameter	Count	Mean	Median
EC @ 25°C (μS/cm)	137	537.45	583
рН	137	8.03	8.04
Turbidity (NTU)	82	6.95	1.9

#### Table 4 Water Quality Characteristics at Site 912105A Gregory River at Riversleigh No.2



		Da	aily		Monthly
Month	Max	Min	Mean	Median	Mean
Jan	233236	75	6893	627	213671
Feb	219709	85	6405	800	180950
Mar	721534	102	5126	554	158891
Apr	36635	98	807	364	24221
May	10632	115	468	342	14320
Jun	1861	137	410	346	12310
Jul	1618	137	400	333	12398
Aug	1076	137	375	321	11620
Sep	1699	126	355	297	10639
Oct	19261	137	389	285	11790
Nov	23013	110	711	319	21326
Dec	238188	75	2102	404	65148
All months	721534	75	1994	352	60511

#### Table 5 Water Flow Volume (ML) at Site 912105A Gregory River at Riversleigh No.2

According to Davis and Dowe (2005), the Nicholson Catchment geohydrology is dominated by the Cambrian Thorntonia Limestones and Camooweal Dolomite formations to the northwest and elevated Proterozoic sandstones of the adjacent Constance Sandstone formation. The aquifers within this area are considered to be fractured or fissured, with low to moderate productivity (Geoscience Australia, 2016).

### 3.4 Beneficial Flooding

Minor areas, particularly in the north, of the overall Morestone/Century East Project area are mapped within the rapid hazard assessment for floodplain areas which are those areas potentially at threat of inundation (Figure 3).



Path: S:\Plans\Project\_Specific\Ardent\MIM001\RTPL\_ARD\_MIM001\_MAP\_0004\_A Flood Hazard.aprx



### 3.5 Climate

The region is characterised by having a distinct wet and dry season, the mean annual rainfall for the region is 454.1 mm with most of the annual rainfall falling between November and March. Mean daily minimum temperatures range from between 8.8°C and 24.4°C, while mean maximum temperatures range from 25.9°C to 38.2°C (**Figure 4**).



Rainfall data is taken from BoM weather station at Undilla Station located within the Project area using daily rainfall data dating back to 1892. Temperature data is taken from BoM weather station at Camooweal Township located between approximately 30-160km southwest of the Project area using temperature data dating back to 1907.

#### Figure 4 Monthly Mean Rainfall, Minimum and Maximum Temperatures for the Region

### 3.6 Land Use

The land use of the surrounding area is largely classified as grazing native vegetation.



### 4. Potential Impacts on Environmental Attributes

To address Section 9 of the RPI Regulation (as shown in Section 3 of this Report), sub-sections 4.1 to 4.5 below detail the required outcomes in relation to:

- Riparian process;
- Wildlife corridors;
- Water quality;
- Hydrologic processes and beneficial flooding; and
- Geomorphic processes.

### 4.1 Riparian Process

The riparian process environmental attribute of the Gulf Rivers SEA has been described in Section **3.1**. As described in Section **2**, the proposed exploration activities are preliminary in nature and are very low impact. The functioning of the riparian processes within the Gulf Rivers SEA will not be impacted. There is no proposed disturbance or change to riparian corridors along streams and lakes and within floodplains and wetlands.

As no ground disturbance activities will be occurring, no widespread or irreversible impacts are expected to occur from the preliminary exploration works within the Gulf Rivers SEA.

### 4.2 Wildlife Corridors

The wildlife corridor environmental attribute of the Gulf Rivers SEA has been described in Section **3.2**. As described in Section **2**, the proposed exploration activities are preliminary in nature and are very low impact. The functioning of the wildlife corridors within the Gulf Rivers SEA will not be impacted. There are no proposed activities that would impact upon the preservation of wildlife corridor function. The connection between native terrestrial vegetation along and across watercourse systems to a level sufficient to provide for migration, shelter and habitat will be maintained. The proposed activities also will not impede passage for aquatic/marine fauna along the watercourse system.

As no ground disturbance activities will be occurring, no widespread or irreversible impacts are expected to occur from the preliminary exploration works within the Gulf Rivers SEA.

### 4.3 Water Quality

The water quality environmental attribute of the Gulf Rivers SEA has been described in **3.3.** As described in Section **2**, the proposed exploration activities are preliminary in nature and are very low impact.

The proposed exploration activities will generally occur in the dry season. The minimal precipitation falling results in reduced watercourse flows in the region at the preferred time of activities. During exploration activities, the physical, chemical and biological water quality immediately downstream of the activities will remain consistent with water quality immediately upstream of the activity. It is considered that there is unlikely to be any impacts on the physical, chemical and biological attributes that support and maintain natural aquatic and terrestrial ecosystems in the area. The timing and location of all activities will aid in minimising surface water impacts.



# 4.4 Hydrologic Processes and Beneficial Flooding

As described in Section **2**, the proposed exploration activities are preliminary in nature and are very low impact.

The proposed exploration activities will generally occur in the dry season. The minimal precipitation falling results in reduced watercourse flows across the region at the preferred time of activities. Due to this and the nature of the works, it is considered unlikely that the natural flow of water in the Gulf Rivers SEA catchments and river systems would be impacted in any way. The proposed exploration activities will not alter the natural patterns and levels of runoff, stream flow and connectivity with other elements of the river and floodplain system to the extent of causing significant adverse outcomes.

Furthermore, the proposed activities will not compromise beneficial flooding where the activity will alter natural flow paths and the natural extent of flooding across the floodplain.

### 4.5 Geomorphic Processes

The geomorphic processes environmental attribute of the Gulf Rivers SEA has been described in **3.3.** As described in Section **2**, the proposed exploration activities are preliminary in nature and are very low impact.

The proposed exploration activities will not have widespread or irreversible impact on the natural erosion and transport and deposit of sediment by water throughout the catchment. As activities will generally occur in the dry season when negligible precipitation is expected, and water flow is heavily reduced, the transport and deposit of sediment by water throughout the catchment will be minimal reducing the possibility of any widespread or irreversible impacts.

The exploration activities are preliminary and non-ground disturbing and will not compromise the preservation of the natural erosion, transport, and deposition of sediments by water throughout the catchment. Activities will not alter the delivery of sediment to the river system from adjacent lands and the erosion of the bed, banks, and floodplains to the extent of causing significant adverse outcomes. The activities will not disturb vegetation or topsoil to an extent where the land is made susceptible to erosion.



# 5. Regional Planning Interests Regulation 2014 Assessment Criteria

Schedule 2, Part 5 of the RPI Regulation provide criteria for the assessment or decision of the RPI application. The required outcome and prescribed solutions are detailed below in **Table 6**. This table provides a summary of the details described in this project against the assessment criteria.

#### Table 6 Criteria for assessment or decision in a SEA

Schedule 2 Part 5 of the RPI Regulation	Response
(14) Required Outcome	
The activity will not result in a widespread or irreversible impact on an environmental attribute of a strategic environmental area.	The proposed very low impact exploration activities will not result in widespread or irreversible damage to the environmental attributes listed in section 9 of the RPI Regulation for the Gulf Rivers SEA as described in Sections 4.1-4.5 of this report (and summarised in the response components of this table, below). No ground- disturbing works are currently proposed.
(15) Prescribed Solution	
(1) The application demonstrates <u>either</u> (a) the activity will not, and is not likely to, have a direct or indirect impact on an environmental attribute of the strategic environmental area; or	Note: this application addresses the requirement of section 15(1)(b).
(b) all of the following – (i) if the activity is being carried out in a designated precinct in the strategic environmental area – the activity is not an unacceptable use for the precinct;	It is not known at this stage if the proposed very low impact exploration activities (e.g. surface water monitoring, flora and fauna surveys, soil sampling, cultural heritage surveys) will be carried out in a designated precinct. However, the proposed exploration activities do not include any of the unacceptable uses listed in Schedule 2 Part 5 section 15(2).
(ii) the construction and operation footprint of the activity on the environmental attribute is minimised to the greatest extent possible;	The proposed exploration activities are limited to preliminary and non-ground disturbing works. Exploration activities authorised under the EPMs have been minimised to the greatest extent possible.
(iii) the activity does not compromise the preservation of the environmental attribute within the strategic environmental area;	<ul> <li>The proposed exploration activities are limited to preliminary and non-ground disturbing works.</li> <li>The works will primarily be conducted on foot using existing roads and station tracks. The activities will not compromise the preservation of the Gulf Rivers SEA environmental attributes as it considered there will be:</li> <li>No impacts on the natural hydrologic processes of the area;</li> <li>No widespread or irreversible impact to the functioning of the wildlife corridors;</li> <li>No widespread or irreversible impact to the functioning riparian processes; or</li> <li>No impact the water quality or any major watercourses in the region.</li> </ul>



Schedule 2 Part 5 of the RPI Regulation	Response
(iv) if the activity is to be carried out in a	The North West Regional Plan (August 2010) or Gulf
strategic environmental area identified in	Regional Development Plan (November 2000) do not
a regional plan – the activity will	identify the Gulf Rivers SEA.
contribute to the regional outcomes, and	
be consistent with the regional policies,	
stated in the regional plan.	



# 6. Conclusion

MIM intends to conduct very low impact non-ground disturbing exploration activities within the EPMs listed in Section **1** comprising the Morestone/Century East Project. The low impact work activities currently proposed within the Project area includes:

- Travelling along existing roads and tracks;
- Geological reconnaissance and mapping;
- Hand sampling (soil, rock chip, stream sediment sampling);
- Geophysical surveys (both airborne and ground);
- Cultural heritage field inspections;
- Groundwater and surface water monitoring;
- Flora and fauna surveys;
- Site surveying and pegging; and
- Temporary camp sites.

In line with Schedule 2 Section 15 of the RPI Regulation, it is not considered that the proposed activities will cause widespread or irreversible impacts to the SEA in the region, as:

- No ground disturbing works are proposed;
- No areas of riparian vegetation will be cleared;
- No unacceptable uses listed in Schedule 2 Part 5 section 15(2) are proposed; and
- All activities will be undertaken in accordance with the *Eligibility criteria and standard* conditions for exploration and mineral development projects Version 2 (2016).



# 7. References

Davis, A. and Dowe, J. (2005) Ecological Assessment of the Freshwater Wetlands in the Nicholson-Gregory Catchment, North-Western Queensland. Report 04/10. Australian Centre for Tropical Freshwater Research, James Cook University

Geoscience Australia (2016) Hydrogeology of Australia. Retrieved from http://services.ga.gov.au/site\_3/rest/services/Hydrogeology\_of\_Australia/MapServer



### RPI DEVELOPMENT APPLICATION SUPPORTING INFORMATION MOUNT ISA MINES LIMITED

Appendix 1 Title Searches



### **Oueensland Titles Registry Pty Ltd**

ABN 23 648 568 101

Title Reference:	40066142	Search Date:
Date State Tenure Created:	20/03/2013	Request No:
Previous Title: 176	64109	

#### **DESCRIPTION OF LAND**

Tenure Reference: TL 236563

Lease Type: ROLLING TERM LEASE

LOT 1 CROWN PLAN GY14 Local Government: BURKE Local Government: MOUNT ISA 19400.000000 Ha. (ABOUT)

Area:

No Land Description

No Forestry Entitlement Area

Purpose for which granted:

PASTORAL

#### **REGISTERED LESSEE**

PARAWAY PASTORAL COMPANY LIMITED A.C.N. 122 572 641

#### TERM OF LEASE

Term and day of beginning of lease Term: 40 years commencing on 21/02/2013 Expiring on 20/02/2053

#### CONDITIONS

- A78 The lessee must use the leased land for pastoral purposes (1)
  - This lease may be forfeited if not used for the purpose stated (2) above.
  - (3) The annual rent must be paid in accordance with the Land Act 1994.
  - The Parties acknowledge that GST may be payable in respect of (4) a supply made under this lease. Where GST becomes payable in respect of a supply made under this lease, the State (lessor) may recover the GST from the lessee by increasing the consideration payable by the lessee to the State by an amount equal to that which the State is obliged to remit to the Commonwealth as GST on the supply and that amount may be recovered from the lessee as part of the money payable to the State under this lease. The State will upon request by the lessee, issue to the lessee a valid GST tax invoice in respect of any taxable supply made under this lease. (NOTE: For the purposes of this condition "GST" means the goods and services tax which results from the enactment of A New Tax System (Goods and Services Tax) Act 1999 and the related Acts which constitute the Commonwealth taxation reform (as amended from time to time)).
  - (5) The lessee must pay the cost of any required survey or re-survey of the leased land.
  - The lessee must control pest plants and animals, on the leased (6) land, in accordance with the Land Protection (Pest and Stock Route Management) Act 2002 and the Local Laws and requirements



**Title Reference:** 

40066142

#### CONDITIONS (Continued)

of the Burke Shire Council and Mount Isa City Council.
(7) The lessee has the responsibility for a duty of care, to take all reasonable and practicable measures to sustainably manage the leased land by conserving the physical, biological, productive and cultural values, either on the leased land or in areas affected by the management of the leased land.

- (8) The lessee must ensure that the use and development of the leased land conforms to the Planning Scheme, Local Laws and requirements of the Mount Isa City Council and Burke Shire Council, binding on the lessee.
- (9) The lessee must give the Minister administering the Land Act 1994, information about the lease, when requested.
- (10) The lessee must not clear any vegetation on the leased land, unless in accordance with the Sustainable Planning Act 2009.
- (11) No compensation for improvements or developmental work is payable by the State at the forfeiture, surrender or expiry of the lease, but the lessee has the right to remove moveable improvements within a period of three (3) months from the forfeiture, surrender or expiry of the lease, provided all money due by the lessee to the State on any account whatsoever has been paid, or be required to remove those improvements as specified in any further condition of lease.
- (12) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- A89 (1) The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land.
  - (2) Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract granted or made under the Forestry Act 1959.
- C342 The lessee must comply with any lawful requirements of the Burke Shire Council and Mount Isa City Council and must ensure that the use and development of the leased land conforms to the Planning Scheme, Local Laws and requirements of Council. The lessee must control pest plants and animals on the leased land, in accordance with the Land Protection (Pest and Stock Route Management)Act 2002 and the local laws and requirements of Burke Shire Council and Mount Isa City Council.
- E17 The lessee must manage the leased land in a manner that will protect the natural vegetation, as far as is consistent with the purpose of this lease .
- F46 The lessee must when called upon to do do and to the satisfaction of the Minister administering the Land Act 1994, fence the boundaries of the lease wherein the land form and terrain allows to practically do so, with a good and substantial stock proof fence and thereafter maintain such fencing in good condition .



#### **Current State Tenure Search**

# Queensland Titles Registry Pty Ltd ABN 23 648 568 101

#### CONDITIONS (Continued)

Title Reference:

40066142

The lessee indemnifies and agrees to keep indemnified the Minister administering the Land Act 1994, and the State of Queensland, (the "Indemnified parties") against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses ("Claim") arising out of or in any way connected to or resulting from the granting of this lease to the lessee or which is connected to or resulting from the lessees' use and occupation of the leased land (all of which are referred to as "the indemnified acts or omissions") save to the extent that the Claim arises as a result of any negligent act or omission of one of the Indemnified parties does not negate the indemnity to any of the other Indemnified party/ies. The lessee hereby releases and discharges the Indemnified parties from any Claim relating to the indemnified parties.

#### ENCUMBRANCES AND INTERESTS

- 1. Rights and interests reserved to the Crown by Lease No. 40066142
- 2. LAND MANAGEMENT AGREEMENT No 715011529 03/04/2013 at 10:30 In accordance with the Land Act 1994
- 3. MORTGAGE No 717505930 09/09/2016 at 16:08 NATIONAL AUSTRALIA BANK LIMITED A.C.N. 004 044 937

#### ADMINISTRATIVE ADVICES

Dealing	Туре	Lodgement Date	Status
718205111	NT DETERM	10/08/2017 14:21	CURRENT
	NATIVE TITLE ACT 1993 (CTH)		
719767646	EXEMPT CONS	02/12/2019 08:28	CURRENT
	SEC 322AA LAND ACT 1994		

#### UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*

Information provided under section 34 Land Title Act (1994) or section 281 Land Act (1994)



#### Queensland Titles Registry Pty Ltd ABN 23 648 568 101

Creating Dealing:

#### DESCRIPTION OF LAND

Tenure Reference: PH 8/86

Lease Type: ROLLING TERM LEASE LOT 3 SURVEY PLAN 194668

Local Government: BURKE Local Government: MOUNT ISA

Area: 151000.000000 Ha. (ABOUT)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:

NO PURPOSE DEFINED

#### REGISTERED LESSEE

Dealing No: 712353898 21/04/2009

PARAWAY PASTORAL COMPANY LIMITED A.C.N. 122 572 641

#### TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/07/1979

Expiring on 30/06/2009

Extended to 30/06/2059

#### CONDITIONS

A126	SPECIFIED CONDITIONS FOR: Term Lease PURPOSE: Rolling term lease - Pastoral
	STATUTORY CONDITIONS:
	Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.
	1. Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.
	2. Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.
	<ol> <li>Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009.</li> </ol>
	For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
	4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
	5. Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks



Title Reference:

(or

17664080

CONDITIONS (Continued) for about the tenure. 6. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid. REGULATORY-CONDITIONS: ------\_\_\_\_\_ A regulatory condition relates to a lease , in accordance with the Land Regulation. 1. Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with: a. the granting of this lease to the lessee; b. the lessee 's use and occupation of the land; or c. personal injury (including sickness and death) or property damage or loss in connection with the performance attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee . The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease. 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the

Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:

- a. be for an amount of not less than \$20,000,000.00 and have no per event sublimit or such higher amounts as the Minister may reasonably require.
- b. be effected on a "claims occurring" basis; and
- c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance



**Oueensland Titles Registry Pty Ltd** ABN 23 648 568 101

Title Reference:

17664080

CONDITIONS (Continued)

policy in accordance with the terms of the lease . The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease. The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover. 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State. 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time. 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes. 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation. 7. Compliance with Laws - the lessee must comply with all lawful requirements of the a. Local Government; and b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land. SPECIAL-CONDITIONS:-----These conditions relate to this lease. Improvements or development on or to the land 1. The lessee must during the term of the lease and, to the satisfaction of the relevant authorities, maintain all improvements on the land in a good and substantial state of repair. Ouarrv material 1. The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and

removing timber or removing other forest products, or quarry material, or other material from the leased land. Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract



#### **Current State Tenure Search**

Queensland Titles Registry Pty Ltd ABN 23 648 568 101

**Title Reference:** 

17664080

#### **CONDITIONS (Continued)**

granted or made under the Forestry Act 1959.

#### ENCUMBRANCES AND INTERESTS

- 1. Rights and interests reserved to the Crown by Lease No. 17664080
- EASEMENT IN GROSS No 709345470 07/02/2006 at 12:16 burdening the land THE STATE OF QUEENSLAND (REPRESENTED BY THE DEPARTMENT OF TRANSPORT) over EASEMENT H ON SP110453
- EASEMENT IN GROSS No 711900686 04/09/2008 at 11:08 burdening the land BURKE SHIRE COUNCIL over EASEMENTS A AND B ON SP186727
- 4. AMENDMENT OF LEASE CONDITIONS No 716078336 16/10/2014 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.
- 5. MORTGAGE No 717505930 09/09/2016 at 16:08 NATIONAL AUSTRALIA BANK LIMITED A.C.N. 004 044 937

#### ADMINISTRATIVE ADVICES

ADMINISTRA			
Dealing	Туре	Lodgement Date	Status
716870192	ADMIN NOTING	06/11/2015 11:57	CURRENT
	SEE DEALING FOR RELEVANT LEGISLATION		
718205111	NT DETERM	10/08/2017 14:21	CURRENT
	NATIVE TITLE ACT 1993 (CTH)		
718674903	ADMIN NOTING	06/04/2018 10:05	CURRENT
	SEE DEALING FOR RELEVANT LEGISLATION		
719767646	EXEMPT CONS	02/12/2019 08:28	CURRENT
	SEC 322AA LAND ACT 1994		
721905786	CON COM AGMT	16/08/2022 10:59	CURRENT
	MINERAL AND ENERGY RESOURCES (COMM	ON PROVISIONS) ACT 2014	
		,	

#### UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*

Information provided under section 34 Land Title Act (1994) or section 281 Land Act (1994)


Title Refe	rence:	17664083	Search Date:	C
Date State	e Tenure Created:	21/10/1995	Request No:	

Creating Dealing:

### DESCRIPTION OF LAND

Tenure Reference:PH 8/145Lease Type:ROLLING TERM LEASELOT 1CROWN PLAN WO31<br/>Local Government: MOUNT ISALOT 12SURVEY PLAN 177392<br/>Local Government: MOUNT ISAArea:303100.000000 Ha. (ABOUT)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:

NO PURPOSE DEFINED

### REGISTERED LESSEE

Dealing No: 717409327 27/07/2016 PARAWAY PASTORAL COMPANY LIMITED A.C.N. 122 572 641

### TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/07/1982

Expiring on 30/06/2012

Extended to 30/06/2062

### CONDITIONS

SPECIFIED CONDITIONS FOR: Term Lease A126 PURPOSE: Rolling term lease - Pastoral STATUTORY CONDITIONS: Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act. 1. Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994. 2. Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994. 3. Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009. For further information on how annual rent is determined, refer to the department's website at www.dnrm.gld.gov.au. 4. Noxious plants: The lessee must keep noxious plants on the land

under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.



**Title Reference:** 

17664083

#### CONDITIONS (Continued)

- 5. Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks for about the tenure. 6. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid. REGULATORY-CONDITIONS:-----\_\_\_\_\_ A regulatory condition relates to a lease , in accordance with the Land Regulation. 1. Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with: a. the granting of this lease to the lessee; b. the lessee 's use and occupation of the land; or c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee . The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease. 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must: a. be for an amount of not less than \$20,000,000 and have no per event sublimit or such higher amounts as the Minister may reasonably require. b. be effected on a "claims occurring" basis; and
  - c. be maintained at all times during the currency of the





CONDITIONS (Continued)

lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease . The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease. The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover. 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State. 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time. 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes. 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation. 7. Compliance with Laws - the lessee must comply with all lawful requirements of the a. Local Government; and b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land. SPECIAL-CONDITIONS: -----These conditions relate to this lease. Improvements or development on or to the land 1. The lessee must for the term of the lease and, to the satisfaction of the relevant authorities, maintain all improvements on the land in a good and substantial state of repair. Quarry material 1. The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land. Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except

Title Reference:

17664083



# Queensland Titles Registry Pty Ltd

ABN 23 648 568 101

### **CONDITIONS (Continued)**

**Title Reference:** 

17664083

under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract granted or made under the Forestry Act 1959.

## ENCUMBRANCES AND INTERESTS

- 1. Rights and interests reserved to the Crown by Lease No. 17664083
- 2. AMENDMENT OF LEASE CONDITIONS No 715965216 21/08/2014 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.
- 3. MORTGAGE No 717505932 09/09/2016 at 16:08 NATIONAL AUSTRALIA BANK LIMITED A.C.N. 004 044 937

### ADMINISTRATIVE ADVICES

<b>Dealing</b> 716870355	<b>Type</b> ADMIN NOTING	Lodgement Date 06/11/2015 12:12	<b>Status</b> CURRENT
716870371	SEE DEALING FOR RELEVANT LEGISLATION ADMIN NOTING SEE DEALING FOR RELEVANT LEGISLATION	06/11/2015 12:14	CURRENT
717652689	HERITGE SITE QUEENSLAND HERITAGE ACT 1992	17/11/2016 11:22	CURRENT
718205111	NT DETERM NATIVE TITLE ACT 1993 (CTH)	10/08/2017 14:21	CURRENT
718689164	NT DETERM NATIVE TITLE ACT 1993 (CTH)	12/04/2018 14:59	CURRENT
719767646	EXEMPT CONS SEC 322AA LAND ACT 1994	02/12/2019 08:28	CURRENT

## UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*



**Creating Dealing:** 

## DESCRIPTION OF LAND

Tenure Reference: PH 8/2516

Lease Type: ROLLING TERM LEASE

Local Government: MOUNT ISA

237000.000000 Ha. (SURVEYED)

Area:

No Land Description

No Forestry Entitlement Area

Purpose for which granted:

NO PURPOSE DEFINED

### REGISTERED LESSEE

BEZUMA PASTORAL CO PTY LTD A.C.N. 010 553 474

### TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/10/1978

Expiring on 30/09/2008

Extended to 30/09/2058

A126	SPECIFIED CONDITIONS FOR: Term Lease PURPOSE: Rolling term lease - pastoral					
	STATUTORY CONDITIONS:					
	Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.					
	1. Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.					
	<ol> <li>Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.</li> </ol>					
	<ol> <li>Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009.</li> </ol>					
	For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.					
	4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.					
	<ol> <li>Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks for about the tenure.</li> </ol>					
	6. Monies for Improvements: No money for improvements is payable by					



**Current State Tenure Search** 

**Title Reference:** 

17664094

CONDITIONS (Continued) the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid. REGULATORY-CONDITIONS:------\_\_\_\_\_ A regulatory condition relates to a lease , in accordance with the Land Regulation. 1. Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with: a. the granting of this lease to the lessee; b. the lessee 's use and occupation of the land; or c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee . The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease. 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must: a. be for an amount of not less than \$20,000,000.00 and have no per event sublimit or such higher amounts as the Minister may reasonably require. b. be effected on a "claims occurring" basis; and c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease The lessee must, as soon as practicable, inform the Minister, in

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**Title Reference:** 

17664094

CONDITIONS (Continued) writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease. The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover. 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State. 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time. 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes. 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation. 7. Compliance with Laws - the lessee must comply with all lawful requirements of the a. Local Government; and b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land. These conditions relate to this lease. Improvements or development on or to the land 1. The lessee must during the term of the lease and, to the satisfaction of the relevant authorities, maintain all improvements on the land in a good and substantial state of repair. Quarry material 1. The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land. Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract granted or made under the Forestry Act 1959.



# **Current State Tenure Search**

Queensland Titles Registry Pty Ltd ABN 23 648 568 101

**Title Reference:** 

17664094

## ENCUMBRANCES AND INTERESTS

- 1. Rights and interests reserved to the Crown by Lease No. 17664094
- 2. MORTGAGE No 602805218 (L319261C) 24/12/1992 QUEENSLAND INDUSTRY DEVELOPMENT CORPORATION
- RESUMPTION EASEMENT No 703693368 15/11/1999 at 10:09 burdening the land NORTH QUEENSLAND ELECTRICITY CORPORATION LIMITED A.C.N. 078 848 978 over EASEMENT P AND R ON SP102696
- 4. AMENDMENT OF LEASE CONDITIONS No 715949584 13/08/2014 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.

## ADMINISTRATIVE ADVICES

<b>Dealing</b> 715775093	Type Admin Noting	Lodgement Date 16/05/2014 14:33	<b>Status</b> CURRENT
715967945	SEE DEALING FOR RELEVANT LEGISLATION ADMIN NOTING	22/08/2014 09:18	CURRENT
716870358	SEE DEALING FOR RELEVANT LEGISLATION ADMIN NOTING	06/11/2015 12:12	CURRENT
718168722	SEE DEALING FOR RELEVANT LEGISLATION NT DETERM NATIVE TITLE ACT 1993 (CTH)	21/07/2017 15:40	CURRENT
718205111	NATIVE TITLE ACT 1993 (CTH) NT DETERM NATIVE TITLE ACT 1993 (CTH)	10/08/2017 14:21	CURRENT
718590575	ADMIN NOTING SEE DEALING FOR RELEVANT LEGISLATION	21/02/2018 10:14	CURRENT
718590607	ADMIN NOTING SEE DEALING FOR RELEVANT LEGISLATION	21/02/2018 10:21	CURRENT
718590611	ADMIN NOTING SEE DEALING FOR RELEVANT LEGISLATION	21/02/2018 10:22	CURRENT
718689164	NT DETERM NATIVE TITLE ACT 1993 (CTH)	12/04/2018 14:59	CURRENT
719572499	CON COM AGMT MINERAL AND ENERGY RESOURCES (COMMON PROVIS	19/08/2019 14:59 IONS) ACT 2014	CURRENT
719767646	EXEMPT CONS SEC 322AA LAND ACT 1994	02/12/2019 08:28	CURRENT
720337322	CON COM AGMT MINERAL AND ENERGY RESOURCES (COMMON PROVIS	20/10/2020 11:38 IONS) ACT 2014	CURRENT
722802954	CON COM AGMT MINERAL AND ENERGY RESOURCES (COMMON PROVIS	11/10/2023 09:46	CURRENT

#### UNREGISTERED DEALINGS

Dealing	Туре	Lodgement Date	Status
723368928	TFR OF DLNG	02/07/2024 14:12	UNVERIFIED

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*



# **Oueensland Titles Registry Pty Ltd**

ABN 23 648 568 101

Title Reference:	40067956	Search Date:	04/07/2
Date State Tenure Created:	19/03/2014	Request No:	
Previous Title: 176	64093		

### **DESCRIPTION OF LAND**

Tenure Reference: TL 237474

Lease Type: ROLLING TERM LEASE

LOT 1 CROWN PLAN UN8

Local Government: MOUNT ISA

Area:

30500.000000 Ha. (ABOUT) No Land Description

No Forestry Entitlement Area

Purpose for which granted: PASTORAL

### REGISTERED LESSEE

Dealing No: 718135036 05/07/2017

LINDSAY WRAY MILLER NEIL LINDSAY MILLER

JOINT TENANTS

### TERM OF LEASE

Term and day of beginning of lease

Term: 40 years commencing on 23/10/2013

Expiring on 22/10/2053

A78	(1)	The lessee must use the leased land for pastoral purposes .
	(2)	This lease may be forfeited if not used for the purpose stated
		above.

- (3) The annual rent must be paid in accordance with the Land Act 1994.
- (4) The Parties acknowledge that GST may be payable in respect of a supply made under this lease. Where GST becomes payable in respect of a supply made under this lease, the State (lessor) may recover the GST from the lessee by increasing the consideration payable by the lessee to the State by an amount equal to that which the State is obliged to remit to the Commonwealth as GST on the supply and that amount may be recovered from the lessee as part of the money payable to the State under this lease. The State will upon request by the lessee, issue to the lessee a valid GST tax invoice in respect of any taxable supply made under this lease. (NOTE: For the purposes of this condition "GST" means the goods and services tax which results from the enactment of A New Tax System (Goods and Services Tax) Act 1999 and the related Acts which constitute the Commonwealth taxation reform (as amended from time to time)).
- (5) The lessee must pay the cost of any required survey or re-survey of the leased land.
- The lessee must control pest plants and animals, on the leased (6)



CONDITIONS (Continued)

**Title Reference:** 

40067956

land, in accordance with the Land Protection (Pest and Stock Route Management) Act 2002 and the Local Laws and requirements of the Mount Isa City Council.

- (7) The lessee has the responsibility for a duty of care, to take all reasonable and practicable measures to sustainably manage the leased land by conserving the physical, biological, productive and cultural values, either on the leased land or in areas affected by the management of the leased land.
- (8) The lessee must ensure that the use and development of the leased land conforms to the Planning Scheme, Local Laws and requirements of the Mount Isa City Council, binding on the lessee.
- (9) The lessee must give the Minister administering the Land Act 1994, information about the lease, when requested.
- (10) The lessee must not clear any vegetation on the leased land, unless in accordance with the Sustainable Planning Act 2009.
- (11) No compensation for improvements or developmental work is payable by the State at the forfeiture, surrender or expiry of the lease, but the lessee has the right to remove moveable improvements within a period of three (3) months from the forfeiture, surrender or expiry of the lease, provided all money due by the lessee to the State on any account whatsoever has been paid, or be required to remove those improvements as specified in any further condition of lease.
- (12) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- A89 (1) The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land.
  - (2) Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract granted or made under the Forestry Act 1959.
- F46 The lessee must during the whole term of the lease and to the satisfaction of the Minister administering the Land Act 1994, fence the leased land along all boundaries where practical, with a good and substantial stockproof fence .
- 166 The lessee indemnifies and agrees to keep indemnified the Minister administering the Land Act 1994, and the State of Queensland, (the "Indemnified parties") against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses ("Claim") arising out of or in any way connected to or resulting from the granting of this lease to the lessee or which is connected to or resulting from the lessees' use and occupation of the leased land (all of which are referred to as "the indemnified acts or omissions") save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified party/ies. The lessee



# Queensland Titles Registry Pty Ltd

## ABN 23 648 568 101

## CONDITIONS (Continued)

Status

CURRENT

CURRENT

**Title Reference:** 

40067956

hereby releases and discharges the Indemnified parties from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified parties.

### ENCUMBRANCES AND INTERESTS

#### 1. Rights and interests reserved to the Crown by Lease No. 40067956

2. MORTGAGE No 718135039 05/07/2017 at 12:33 WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

SEC 322AA LAND ACT 1994

ADMINISTRATIVE ADVICES				
Dealing	Туре	Lodgement Date		
718689164	NT DETERM	12/04/2018 14:59		
	NATIVE TITLE ACT 1993 (CTH)			
719767646	EXEMPT CONS	02/12/2019 08:28		

## UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*



Title Reference: 4006795	Search I	ate:
Date State Tenure Created: 26/03/2014	Request	No:
Previous Title: 17664123		

### **DESCRIPTION OF LAND**

Tenure Reference: TL 237475

Lease Type: ROLLING TERM LEASE

LOT 3 SURVEY PLAN 263004

Local Government: MOUNT ISA

47000.000000 Ha. (ABOUT)

Area:

No Land Description

No Forestry Entitlement Area

Purpose for which granted: PASTORAL

## REGISTERED LESSEE

Dealing No: 718135036 05/07/2017

LINDSAY WRAY MILLER NEIL LINDSAY MILLER

JOINT TENANTS

### TERM OF LEASE

Term and day of beginning of lease

Term: 35 years commencing on 23/10/2013

Expiring on 22/10/2048

A78	(1)	The lessee must use the leased land for pastoral purposes .
	(2)	This lease may be forfeited if not used for the purpose stated
		above.

- (3) The annual rent must be paid in accordance with the Land Act 1994.
- (4) The Parties acknowledge that GST may be payable in respect of a supply made under this lease. Where GST becomes payable in respect of a supply made under this lease, the State (lessor) may recover the GST from the lessee by increasing the consideration payable by the lessee to the State by an amount equal to that which the State is obliged to remit to the Commonwealth as GST on the supply and that amount may be recovered from the lessee as part of the money payable to the State under this lease. The State will upon request by the lessee, issue to the lessee a valid GST tax invoice in respect of any taxable supply made under this lease. (NOTE: For the purposes of this condition "GST" means the goods and services tax which results from the enactment of A New Tax System (Goods and Services Tax) Act 1999 and the related Acts which constitute the Commonwealth taxation reform (as amended from time to time)).
- The lessee must pay the cost of any required survey or (5) re-survey of the leased land.
- The lessee must control pest plants and animals, on the leased (6)



**Title Reference:** 

40067957

CONDITIONS (Continued)

land, in accordance with the Land Protection (Pest and Stock Route Management) Act 2002 and the Local Laws and requirements of the Mount Isa City Council.

- (7) The lessee has the responsibility for a duty of care, to take all reasonable and practicable measures to sustainably manage the leased land by conserving the physical, biological, productive and cultural values, either on the leased land or in areas affected by the management of the leased land.
- (8) The lessee must ensure that the use and development of the leased land conforms to the Planning Scheme, Local Laws and requirements of the Mount Isa City Council, binding on the lessee.
- (9) The lessee must give the Minister administering the Land Act 1994, information about the lease, when requested.
- (10) The lessee must not clear any vegetation on the leased land, unless in accordance with the Sustainable Planning Act 2009.
- (11) No compensation for improvements or developmental work is payable by the State at the forfeiture, surrender or expiry of the lease, but the lessee has the right to remove moveable improvements within a period of three (3) months from the forfeiture, surrender or expiry of the lease, provided all money due by the lessee to the State on any account whatsoever has been paid, or be required to remove those improvements as specified in any further condition of lease.
- (12) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- A89 (1) The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land.
  - (2) Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract granted or made under the Forestry Act 1959.
- F46 The lessee must during the whole term of the lease and to the satisfaction of the Minister administering the Land Act 1994, fence the leased land along all boundaries where practical, with a good and substantial stockproof fence .
- 166 The lessee indemnifies and agrees to keep indemnified the Minister administering the Land Act 1994, and the State of Queensland, (the "Indemnified parties") against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses ("Claim") arising out of or in any way connected to or resulting from the granting of this lease to the lessee or which is connected to or resulting from the lessees' use and occupation of the leased land (all of which are referred to as "the indemnified acts or omissions") save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified party. The lessee



# Queensland Titles Registry Pty Ltd

## ABN 23 648 568 101

## CONDITIONS (Continued)

**Title Reference:** 

40067957

hereby releases and discharges the Indemnified parties from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified parties.

### ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40067957

2. MORTGAGE No 718135039 05/07/2017 at 12:33 WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

IISTRATI	VE ADV	ICES

Dealing	Туре	Lodgement Date	Status
718205111	NT DETERM	10/08/2017 14:21	CURRENT
	NATIVE TITLE ACT 1993 (CTH)		
718689164	NT DETERM	12/04/2018 14:59	CURRENT
	NATIVE TITLE ACT 1993 (CTH)		
719767646	EXEMPT CONS	02/12/2019 08:28	CURRENT
	SEC 322AA LAND ACT 1994		

## UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*



# Queensland Titles Registry Pty Ltd

ABN 23 648 568 101

Title Reference:	40067955	Search Date:	04/07/2
Date State Tenure Created:	19/03/2014	Request No:	
Previous Title: 1766	64090		

### DESCRIPTION OF LAND

Tenure Reference: TL 237473

Lease Type: ROLLING TERM LEASE

LOT 62 SURVEY PLAN 263004 Local Government: MOUNT ISA

53900.000000 Ha. (ABOUT)

Area:

No Land Description

No Forestry Entitlement Area

Purpose for which granted: PASTORAL

### REGISTERED LESSEE

Dealing No: 718135036 05/07/2017

LINDSAY WRAY MILLER NEIL LINDSAY MILLER

JOINT TENANTS

### TERM OF LEASE

Term and day of beginning of lease

Term: 40 years commencing on 25/09/2013

Expiring on 24/09/2053

A78	(1)	The lessee must use the leased land for pastoral purposes .
	(2)	This lease may be forfeited if not used for the purpose stated
		above.

- (3) The annual rent must be paid in accordance with the Land Act 1994.
- (4) The Parties acknowledge that GST may be payable in respect of a supply made under this lease. Where GST becomes payable in respect of a supply made under this lease, the State (lessor) may recover the GST from the lessee by increasing the consideration payable by the lessee to the State by an amount equal to that which the State is obliged to remit to the Commonwealth as GST on the supply and that amount may be recovered from the lessee as part of the money payable to the State under this lease. The State will upon request by the lessee, issue to the lessee a valid GST tax invoice in respect of any taxable supply made under this lease. (NOTE: For the purposes of this condition "GST" means the goods and services tax which results from the enactment of A New Tax System (Goods and Services Tax) Act 1999 and the related Acts which constitute the Commonwealth taxation reform (as amended from time to time)).
- (5) The lessee must pay the cost of any required survey or re-survey of the leased land.
- (6) The lessee must control pest plants and animals, on the leased



**Title Reference:** 

40067955

CONDITIONS (Continued)

land, in accordance with the Land Protection (Pest and Stock Route Management) Act 2002 and the Local Laws and requirements of the Mount Isa City Council.

- (7) The lessee has the responsibility for a duty of care, to take all reasonable and practicable measures to sustainably manage the leased land by conserving the physical, biological, productive and cultural values, either on the leased land or in areas affected by the management of the leased land.
- (8) The lessee must ensure that the use and development of the leased land conforms to the Planning Scheme, Local Laws and requirements of the Mount Isa City Council, binding on the lessee.
- (9) The lessee must give the Minister administering the Land Act 1994, information about the lease, when requested.
- (10) The lessee must not clear any vegetation on the leased land, unless in accordance with the Sustainable Planning Act 2009.
- (11) No compensation for improvements or developmental work is payable by the State at the forfeiture, surrender or expiry of the lease, but the lessee has the right to remove moveable improvements within a period of three (3) months from the forfeiture, surrender or expiry of the lease, provided all money due by the lessee to the State on any account whatsoever has been paid, or be required to remove those improvements as specified in any further condition of lease.
- (12) This lease is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- A89 (1) The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land.
  - (2) Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract granted or made under the Forestry Act 1959.
- F46 The lessee must during the whole term of the lease and to the satisfaction of the Minister administering the Land Act 1994, fence the the leased land along all boundaries where practical, with a good and substantial stockproof fence .
- 166 The lessee indemnifies and agrees to keep indemnified the Minister administering the Land Act 1994, and the State of Queensland, (the "Indemnified parties") against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses ("Claim") arising out of or in any way connected to or resulting from the granting of this lease to the lessee or which is connected to or resulting from the lessees' use and occupation of the leased land (all of which are referred to as "the indemnified acts or omissions") save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified party/ies. The lessee



# Queensland Titles Registry Pty Ltd

## ABN 23 648 568 101

## CONDITIONS (Continued)

**Title Reference:** 

40067955

hereby releases and discharges the Indemnified parties from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified parties.

### ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40067955

2. MORTGAGE No 718135039 05/07/2017 at 12:33 WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMIN	ISTRATIVE	ADVICES	

<b>Dealing</b> 718205111	<b>Type</b> NT DETERM	Lodgement Date 10/08/2017 14:21	<b>Status</b> CURRENT
/10205111	NATIVE TITLE ACT 1993 (CTH)	10/08/2017 14.21	CORRENT
718689164	NT DETERM NATIVE TITLE ACT 1993 (CTH)	12/04/2018 14:59	CURRENT
719767646	EXEMPT CONS SEC 322AA LAND ACT 1994	02/12/2019 08:28	CURRENT

## UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*



ate:
No:

Creating Dealing:

## DESCRIPTION OF LAND

Tenure Reference: PDH 8/122

Lease Type: ROLLING TERM LEASE

LOT 122 SURVEY PLAN 162831 Local Government: MOUNT ISA

Area:

177000.000000 Ha. (ABOUT)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:

NO PURPOSE DEFINED

## REGISTERED LESSEE

GAMBAMORA INDUSTRIES PTY LTD A.C.N. 009 941 173

### TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/04/1982

Expiring on 31/03/2012

Extended to 31/03/2062

A126	SPECIFIED CONDITIONS FOR: Term Lease PURPOSE: Rolling term lease - Pastoral				
	STATUTORY CONDITIONS:				
	Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.				
	1. Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.				
	<ol> <li>Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.</li> </ol>				
	<ol> <li>Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009.</li> </ol>				
	For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.				
	4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.				
	<ol> <li>Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks for about the tenure.</li> </ol>				
	6. Monies for Improvements: No money for improvements is payable by				



**Current State Tenure Search** 

**Title Reference:** 

17664082

CONDITIONS (Continued) the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid. REGULATORY-CONDITIONS:------\_\_\_\_\_ A regulatory condition relates to a lease , in accordance with the Land Regulation. 1. Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with: a. the granting of this lease to the lessee; b. the lessee 's use and occupation of the land; or c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee . The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease. 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must: a. be for an amount of not less than \$20,000,000 and have no per event sublimit or such higher amounts as the Minister may reasonably require. b. be effected on a "claims occurring" basis; and c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease The lessee must, as soon as practicable, inform the Minister, in



**Title Reference:** 

17664082

CONDITIONS (Continued) writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease. The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover. 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State. 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time. 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes. 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation. 7. Compliance with Laws - the lessee must comply with all lawful requirements of the a. Local Government; and b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land. These conditions relate to this lease. Improvements or development on or to the land 1. The lessee must for the term of the lease, to the satisfaction of the relevant authorities, maintain all improvements on the land in a good and substantial state of repair. Quarry material 1. The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land. Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract granted or made under the Forestry Act 1959.



# **Current State Tenure Search**

Queensland Titles Registry Pty Ltd ABN 23 648 568 101

### ENCUMBRANCES AND INTERESTS

- 1. Rights and interests reserved to the Crown by Lease No. 17664082
- 2. MORTGAGE No 709655561 05/06/2006 at 15:17 RABOBANK AUSTRALIA LIMITED A.C.N. 001 621 129
- 3. AMENDMENT OF LEASE CONDITIONS No 715965215 21/08/2014 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.

### ADMINISTRATIVE ADVICES

Dealing	Туре	Lodgement Date	Status
716870347	ADMIN NOTING SEE DEALING FOR RELEVANT LEGISLATION	06/11/2015 12:10	CURRENT
718205111	NT DETERM NATIVE TITLE ACT 1993 (CTH)	10/08/2017 14:21	CURRENT
718689164	NT DETERM NATIVE TITLE ACT 1993 (CTH)	12/04/2018 14:59	CURRENT
719767646	EXEMPT CONS SEC 322AA LAND ACT 1994	02/12/2019 08:28	CURRENT

### UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*

Information provided under section 34 Land Title Act (1994) or section 281 Land Act (1994)

**Title Reference:** 

17664082



Title Reference:	17657049	Search Date:	04/07/2
Date State Tenure Created:	21/10/1995	Request No:	
Previous Title: 176	64109		

#### **DESCRIPTION OF LAND**

Tenure Reference: GHPL 8/51

Lease Type: PERPETUAL

LOT 2 CROWN PLAN 907594 Local Government: BURKE Local Government: MOUNT ISA

Area: 109000.000000 Ha. (ABOUT)

No Land Description

No Forestry Entitlement Area

Purpose for which granted: GRAZING OR AGRICULTURAL

### REGISTERED LESSEE

Dealing No: 709349196 08/02/2006

JAMES CAMERON BROWN ELIZABETH VERONICA BROWN

JOINT TENANTS

### TERM OF LEASE

Day of beginning of lease

Lease in perpetuity commencing on 01/10/1986

### CONDITIONS

- The Lessee shall, within three (3) years from the date of the M76 commencement of the lease and to the satisfaction of the Minister, enclose the holding with a good and substantial fence and shall at all times thereafter during the term of the lease maintain the holding so enclosed.
- M76 The Lessee shall, within five (5) years from the date of the commencement of the lease and to the satisfaction of the Minister. equip the two bores known as Gun Bore and Mines Bore.
- The Lessee shall, during the whole term of the lease, maintain all M76 improvements on the holding existing at the commencement thereof, together with the improvements effected in compliance with conditions (1) and (2) hereof, in a good and substantial state of repair.

### ENCUMBRANCES AND INTERESTS

Rights and interests reserved to the Crown by 1 Lease No. 17657049



# **Current State Tenure Search**

Queensland Titles Registry Pty Ltd ABN 23 648 568 101

**Title Reference:** 

17657049

# ENCUMBRANCES AND INTERESTS (Continued)

 EASEMENT IN GROSS No 709345470 07/02/2006 at 12:16 burdening the land THE STATE OF QUEENSLAND (REPRESENTED BY THE DEPARTMENT OF TRANSPORT) over EASEMENT F ON SP132945 AND EASEMENT G ON SP110463

3. MORTGAGE No 709349198 08/02/2006 at 11:57 NATIONAL AUSTRALIA BANK LIMITED A.B.N. 12 004 044 937

4. AMENDMENT OF LEASE CONDITIONS No 712520014 21/06/2009 at 14:12 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.

## ADMINISTRATIVE ADVICES

Dealing	Туре	Lodgement Date	Status
715655267	ADMIN NOTING	14/03/2014 09:13	CURRENT
	SEE DEALING FOR RELEVANT LEGISLATION		
715655281	ADMIN NOTING	14/03/2014 09:13	CURRENT
	SEE DEALING FOR RELEVANT LEGISLATION		
716870207	ADMIN NOTING	06/11/2015 11:58	CURRENT
	SEE DEALING FOR RELEVANT LEGISLATION		
719767646	EXEMPT CONS	02/12/2019 08:28	CURRENT
	SEC 322AA LAND ACT 1994		
722530672	CON COM AGMT	09/06/2023 10:44	CURRENT
	MINERAL AND ENERGY RESOURCES (COMMON PRO	OVISIONS) ACT 2014	

### UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*



Date State Tenure Created:       21/10/1995

Creating Dealing:

## DESCRIPTION OF LAND

Tenure Reference: PH 8/2656

Lease Type: ROLLING TERM LEASE

Local Government: MOUNT ISA

Area: 32000.000000 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

Purpose for which granted: NO PURPOSE DEFINED

### REGISTERED LESSEE

Dealing No: 701544080 11/09/1996

MICHAEL WILLIAM SEYMOUR ANNE LENIA SEYMOUR

JOINT TENANTS

### TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/10/1978

Expiring on 30/09/2008

Extended to 30/09/2058

A126	SPECIFIED CONDITIONS FOR: Term Lease PURPOSE: Rolling term lease - Pastoral
	STATUTORY CONDITIONS:
	Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.
	<ol> <li>Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.</li> </ol>
	<ol> <li>Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.</li> </ol>
	<ol> <li>Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009.</li> </ol>
	For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
	4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
	5. Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks



CONDITIONS (Continued)

**Title Reference:** 

17664091

6. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only

for about the tenure.

A regulatory condition relates to a lease , in accordance with the Land Regulation.

- Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
  - a. the granting of this lease to the lessee;
  - b. the lessee 's use and occupation of the land; or
  - c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee .

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

- 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
  - a. be for an amount of not less than \$20,000,000.00 and have no per event sublimit or such higher amounts as the Minister may reasonably require.
  - b. be effected on a "claims occurring" basis; and
  - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance



Title Reference:

17664091

CONDITIONS (Continued)

policy in accordance with the terms of the lease . The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease. The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover. 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State. 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time. 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes. 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation. 7. Compliance with Laws - the lessee must comply with all lawful requirements of the a. Local Government; and b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land. SPECIAL-CONDITIONS:-----These conditions relate to this lease. Improvements or development on or to the land 1. The lessee must during the term of the lease and, to the satisfaction of the relevant authorities, maintain all improvements on the land in a good and substantial state of repair. Ouarrv material 1. The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land.

Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract



# **Current State Tenure Search**

Queensland Titles Registry Pty Ltd ABN 23 648 568 101

### Title Reference:

17664091

### **CONDITIONS (Continued)**

granted or made under the Forestry Act 1959.

### ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 17664091

- 2. MORTGAGE No 702859281 25/08/1998 at 09:42 QUEENSLAND RURAL ADJUSTMENT AUTHORITY
- 3. MORTGAGE No 712546823 24/06/2009 at 16:04 WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141
- 4. AMENDMENT OF LEASE CONDITIONS No 715977591 27/08/2014 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.

ADMINISTRATIVE ADVICES			
Dealing	Туре	Lodgement Date	Status
718689164	NT DETERM	12/04/2018 14:59	CURRENT
	NATIVE TITLE ACT 1993 (CTH)		
719767646	EXEMPT CONS	02/12/2019 08:28	CURRENT
	SEC 322AA LAND ACT 1994		

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*



Search Date:	17664114	Title Reference:
Request No:	<b>d:</b> 21/10/1995	Date State Tenure Created:

Creating Dealing:

## DESCRIPTION OF LAND

Tenure Reference: PH 8/4673

Lease Type: ROLLING TERM LEASE

LOT 4673 CROWN PLAN PH1612 Local Government: MOUNT ISA

a: 33500.000000 Ha. (SURVEYED)

Area:

No Land Description

No Forestry Entitlement Area

Purpose for which granted: NO PURPOSE DEFINED

### REGISTERED LESSEE

Dealing No: 701544080 11/09/1996

MICHAEL WILLIAM SEYMOUR ANNE LENIA SEYMOUR

JOINT TENANTS

### TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/10/1978

Expiring on 30/09/2008

Extended to 30/09/2058

A126	SPECIFIED CONDITIONS FOR: Term Lease PURPOSE: Rolling term lease - Pastoral
	STATUTORY CONDITIONS:
	Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.
	<ol> <li>Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.</li> </ol>
	2. Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.
	<ol> <li>Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009.</li> </ol>
	For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
	4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
	5. Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks



CONDITIONS (Continued)

**Title Reference:** 

17664114

6. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only

for about the tenure.

A regulatory condition relates to a lease , in accordance with the Land Regulation.

- Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
  - a. the granting of this lease to the lessee;
  - b. the lessee 's use and occupation of the land; or
  - c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee .

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

- 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
  - a. be for an amount of not less than \$20,000,000.00 and have no per event sublimit or such higher amounts as the Minister may reasonably require.
  - b. be effected on a "claims occurring" basis; and
  - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance



Title Reference:

17664114

CONDITIONS (Continued)

policy in accordance with the terms of the lease . The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease. The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover. 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State. 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time. 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes. 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation. 7. Compliance with Laws - the lessee must comply with all lawful requirements of the a. Local Government; and b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land. SPECIAL-CONDITIONS:-----These conditions relate to this lease. Improvements or development on or to the land 1. The lessee must during the term of the lease and, to the satisfaction of the relevant authorities, maintain all improvements on the land in a good and substantial state of repair. Ouarrv material 1. The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land.

Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract



# **Current State Tenure Search**

Queensland Titles Registry Pty Ltd ABN 23 648 568 101

### Title Reference:

17664114

### **CONDITIONS (Continued)**

granted or made under the Forestry Act 1959.

### ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 17664114

- 2. MORTGAGE No 702859281 25/08/1998 at 09:42 QUEENSLAND RURAL ADJUSTMENT AUTHORITY
- 3. MORTGAGE No 712546823 24/06/2009 at 16:04 WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141
- 4. AMENDMENT OF LEASE CONDITIONS No 715977594 27/08/2014 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.

ADMINISTRATIVE ADVICES			
Dealing	Туре	Lodgement Date	Status
718689164	NT DETERM	12/04/2018 14:59	CURRENT
	NATIVE TITLE ACT 1993 (CTH)		
719767646	EXEMPT CONS	02/12/2019 08:28	CURRENT
	SEC 322AA LAND ACT 1994		

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*



Title R	Reference:	17664092	Search Date:
Date S	State Tenure Created:	21/10/1995	Request No:

**Creating Dealing:** 

## **DESCRIPTION OF LAND**

Tenure Reference: PH 8/2680

Lease Type: ROLLING TERM LEASE

LOT 2680 CROWN PLAN 883164 Local Government: MOUNT ISA

Area:

146000.000000 Ha. (ABOUT) No Land Description

No Forestry Entitlement Area

Purpose for which granted: NO PURPOSE DEFINED

### REGISTERED LESSEE

Dealing No: 721381427 24/12/2021

CATAPAR HOLDINGS PTY LTD A.C.N. 162 760 581 UNDER DOCUMENT 721381427

TRUSTEE

### TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/10/1978

Expiring on 30/09/2008

Extended to 30/09/2058

A126	SPECIFIED CONDITIONS FOR: Term Lease PURPOSE: Rolling term lease - pastoral	
	STATUTORY CONDITIONS:	-
		-
	Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.	
	1. Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.	
	2. Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.	
	<ol> <li>Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009.</li> </ol>	
	For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.	
	4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost	
	of which will be recovered from the lessee. 5. Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks	
COPYR	IGHT QUEENSLAND TITLES REGISTRY PTY LTD [2024]	ww



Title Reference:

(or

17664092

CONDITIONS (Continued) for about the tenure. 6. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid. REGULATORY-CONDITIONS: ------\_\_\_\_\_ A regulatory condition relates to a lease , in accordance with the Land Regulation. 1. Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with: a. the granting of this lease to the lessee; b. the lessee 's use and occupation of the land; or c. personal injury (including sickness and death) or property damage or loss in connection with the performance attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee . The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease. 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the

Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:

- a. be for an amount of not less than \$20,000,000.00 and have no per event sublimit or such higher amounts as the Minister may reasonably require.
- b. be effected on a "claims occurring" basis; and
- c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance



Title Reference:

17664092

CONDITIONS (Continued)

policy in accordance with the terms of the lease . The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease. The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover. 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State. 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time. 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes. 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation. 7. Compliance with Laws - the lessee must comply with all lawful requirements of the a. Local Government; and b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land. SPECIAL-CONDITIONS:-----These conditions relate to this lease. Improvements or development on or to the land 1. The lessee must during the term of the lease and, to the satisfaction of the relevant authorities, maintain all improvements on the land in a good and substantial state of repair. Ouarrv material 1. The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land. Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the

permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with

the requirements or a permit, licence, agreement or contract



# **Current State Tenure Search**

Queensland Titles Registry Pty Ltd ABN 23 648 568 101

**Title Reference:** 

17664092

### CONDITIONS (Continued)

granted or made under the Forestry Act 1959.

### ENCUMBRANCES AND INTERESTS

- 1. Rights and interests reserved to the Crown by Lease No. 17664092
- 2. AMENDMENT OF LEASE CONDITIONS No 715949583 13/08/2014 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.
- 3. MORTGAGE No 721381428 24/12/2021 at 15:50 WESTPAC BANKING CORPORATION A.C.N. 007 457 141
- 4. NATURE CONSERVATION NOTING No 722151846 05/12/2022 at 12:53 AGREEMENT: a conservation agreement for a Nature Refuge has been entered into for all or part of the within land under the Nature Conservation Act 1992
- NATURE CONSERVATION NOTING No 722401394 11/04/2023 at 11:29 DECLARATION: all or part of the within land has been declared a Nature Refuge under the Nature Conservation Act 1992

### ADMINISTRATIVE ADVICES

<b>Dealing</b> 716870360	<b>Type</b> ADMIN NOTING	Lodgement Date 06/11/2015 12:12	<b>Status</b> CURRENT
718205111	SEE DEALING FOR RELEVANT LEGISLATION NT DETERM	10/08/2017 14:21	CURRENT
719767646	NATIVE TITLE ACT 1993 (CTH) EXEMPT CONS SEC 322AA LAND ACT 1994	02/12/2019 08:28	CURRENT

### UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*



Title Reference:17669224Search Date:04
Date State Tenure Created:       25/10/1995         Request No:

Creating Dealing:

## DESCRIPTION OF LAND

Tenure Reference: PH 8/5552

Lease Type: ROLLING TERM LEASE

LOT 3 CROWN PLAN UN803945 Local Government: MOUNT ISA

42000.000000 Ha. (ABOUT)

Area:

No Land Description

No Forestry Entitlement Area

Purpose for which granted: NO PURPOSE DEFINED

### REGISTERED LESSEE

Dealing No: 722992122 08/01/2024

DAVID ALFRED SPREADBOROUGH JULIE ROBYN SPREADBOROUGH

JOINT TENANTS

### TERM OF LEASE

Term and day of beginning of lease

Term: 28 years 9 months commencing on 01/07/1989

Expiring on 31/03/2018

Extended to 31/12/2046

A126	SPECIFIED CONDITIONS FOR: Term Lease PURPOSE: Rolling term lease - Pastoral
	STATUTORY CONDITIONS:
	Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.
	<ol> <li>Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.</li> <li>Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.</li> </ol>
	3. Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009. For further information on how annual rent is determined, refer to the department's website at www.dnrm.gld.gov.au.
	4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
	5. Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks


CONDITIONS (Continued)

**Title Reference:** 

17669224

6. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of

for about the tenure.

remove those improvements if all monies due from the lessee to the department under this lease have been paid.

REGULATORY-CONDITIONS:-----

the department, if required by the Minister. The lessee may only

A regulatory condition relates to a lease , in accordance with the Land Regulation.

- Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with:
  - a. the granting of this lease to the lessee;
  - b. the lessee 's use and occupation of the land; or
  - c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee .

The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease.

- 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must:
  - a. be for an amount of not less than \$20 million and have no per event sublimit or such higher amounts as the Minister may reasonably require.
  - b. be effected on a "claims occurring" basis; and
  - c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance



Title Reference:

17669224

CONDITIONS (Continued)

policy in accordance with the terms of the lease . The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease. The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover. 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State. 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time. 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes. 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation. 7. Compliance with Laws - the lessee must comply with all lawful requirements of the a. Local Government; and b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to

its use, occupation and development of the land. SPECIAL-CONDITIONS:------

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These conditions relate to this lease.

Improvements or development on or to the land

1. The lessee must during the whole term of the lease, to the satisfaction of the relevant authorities, maintain all improvements and boundary fencing on the land in a good and substantial state of repair.

Quarry material

1. The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land. Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract



# **Current State Tenure Search**

Status

02/12/2019 08:28

CURRENT

CURRENT

CURRENT

Queensland Titles Registry Pty Ltd ABN 23 648 568 101

#### Title Reference:

17669224

## **CONDITIONS (Continued)**

granted or made under the Forestry Act 1959.

## ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 17669224

2. AMENDMENT OF LEASE CONDITIONS No 715942075 08/08/2014 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.

3. MORTGAGE No 722992134 08/01/2024 at 11:17 NATIONAL AUSTRALIA BANK LIMITED A.C.N. 004 044 937

ADMINISTRATIVE ADVICES			
Dealing	Туре	Lodgement Date	
716870353	ADMIN NOTING	06/11/2015 12:11	
	SEE DEALING FOR RELEVANT LEGISLATION		
718689164	NT DETERM	12/04/2018 14:59	
	NATIVE TITLE ACT 1993 (CTH)		

# 719767646 EXEMPT CONS SEC 322AA LAND ACT 1994

# UNREGISTERED DEALINGS

NIL

#### Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*

Information provided under section 34 Land Title Act (1994) or section 281 Land Act (1994)



Creating Dealing:

## DESCRIPTION OF LAND

Tenure Reference: PDH 8/5399

Lease Type: ROLLING TERM LEASE

LOT 4 CROWN PLAN GY805051 Local Government: BURKE Local Government: MOUNT ISA

Area: 218000.000000 Ha. (ABOUT)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:

NO PURPOSE DEFINED

#### REGISTERED LESSEE

Dealing No: 703482070 28/07/1999

LAWN HILL AND RIVERSLEIGH PASTORAL HOLDING COMPANY PTY LTD A.C.N. 083 607 470

#### TERM OF LEASE

Term and day of beginning of lease

Term: 40 years commencing on 01/01/1983

Expiring on 31/12/2042

#### CONDITIONS

- M76 The lessee shall, at all times during the term of the lease, stock the holding to a reasonable carrying capacity and on 1st July, each year, furnish to the Department of Lands a Return setting out the number of stock depastured on the holding at that time and the number sold the previous year.
- M76 The lessee shall, during the whole term of the lease maintain all improvements on the holding existing at the commencement thereof, together with the improvements effected in compliance with Condition (1) hereof, in a good and substantial state of repair.

M536 The lessee shall within three (3) years from the date of the commencement of the lease and to the satisfaction of the Minister:

- (a) renovate and re-equip K. Bore;
- (b) return Victor Bore to an operational state;
- (c) equip New Bore with pumping equipment supply tank and troughing;
- (d) equip KP7 Bore with pumping equipment supply tank and troughing;
- (e) renew the Homestead stockyard;
- (f) construct trap yards at Coglan Creek Bore, KP7 Bore, Bloodwood Bore, H Bore, K. Bore and Victor Creek Bore;
- (g) replace or renovate to a stock proof condition not less than forty (40) kilometres of internal fencing on the



# **Current State Tenure Search**

#### Queensland Titles Registry Pty Ltd ABN 23 648 568 101

ABN 23 648 568 101

Title Reference:

17664125

# CONDITIONS (Continued)

holding.

#### ENCUMBRANCES AND INTERESTS 1. Rights and interests reserved to the Crown by Lease No. 17664125 2. SUB LEASE No 702651929 01/05/1998 at 15:02 to LAWN HILL PROPERTIES PTY LTD A.C.N. 009 962 298 OF PART OF THE LAND 3. RESUMPTION EASEMENT No 703512402 16/08/1999 at 08:30 burdening the land NORTH QUEENSLAND ELECTRICITY CORPORATION LIMITED A.C.N. 078 848 978 over EASEMENTS S AND Z ON SP113638 4. RESUMPTION EASEMENT No 703693333 15/11/1999 at 10:03 burdening the land NORTH QUEENSLAND ELECTRICITY CORPORATION LIMITED A.C.N. 078 848 978 over EASEMENT A TO C ON SP113638 5. MORTGAGE No 704888376 11/07/2001 at 13:20 PASMINCO LIMITED A.C.N. 004 368 674 TRANSFER No 705973156 23/09/2002 at 08:51 6. MORTGAGE: 704888376 WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141 RESUMPTION EASEMENT No 705258952 12/12/2001 at 11:20 7. burdening the land ERGON ENERGY CORPORATION LIMITED A.C.N. 087 646 062 over EASEMENTS S AND Z ON SP113638 MORTGAGE No 705973168 23/09/2002 at 08:55 8. WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141 9. EASEMENT IN GROSS No 709345470 07/02/2006 at 12:16 burdening the land THE STATE OF QUEENSLAND (REPRESENTED BY THE DEPARTMENT OF TRANSPORT) over EASEMENT E ON SP132944 AMENDMENT OF LEASE CONDITIONS No 712520626 21/06/2009 at 14:14 10. THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.

# ADMINISTRATIVE ADVICES

Dealing		Lodgement Date	Status
716870349	ADMIN NOTING SEE DEALING FOR RELEVANT LEGISLATION	06/11/2015 12:11	CURRENT
718168714	NT DETERM	21/07/2017 15:39	CURRENT
110100111	NATIVE TITLE ACT 1993 (CTH)	21/01/2011 10:00	CONTENT
718205111	NT DETERM	10/08/2017 14:21	CURRENT
	NATIVE TITLE ACT 1993 (CTH)		
719767646	EXEMPT CONS	02/12/2019 08:28	CURRENT
	SEC 322AA LAND ACT 1994		
719893402	CON COM AGMT	11/02/2020 10:15	CURRENT
	MINERAL AND ENERGY RESOURCES (COMMON PROVI	SIONS) ACT 2014	



# **Current State Tenure Search**

# Queensland Titles Registry Pty Ltd ABN 23 648 568 101

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*

Information provided under section 34 Land Title Act (1994) or section 281 Land Act (1994)

Title Reference:

17664125



# Queensland Titles Registry Pty Ltd

ABN 23 648 568 101

Title Reference:	40045552	Search Date:	04/07/20
Date State Tenure Created:	08/11/2004	Request No:	48
Previous Title: 176	64081		

# DESCRIPTION OF LAND

Tenure Reference: TL 221407

Lease Type: ROLLING TERM LEASE

LOT 5 SURVEY PLAN 111112

Local Government: BURKE

Area:

No Land Description

No Forestry Entitlement Area

Purpose for which granted:

PASTORAL

# REGISTERED LESSEE

LAWN HILL AND RIVERSLEIGH PASTORAL HOLDING COMPANY PTY LTD A.C.N. 083 607 470

525000.000000 Ha. (ABOUT)

# TERM OF LEASE

Term and day of beginning of lease Term: 30 years commencing on 30/09/2004 Expiring on 29/09/2034 Extended to 29/09/2064 CONDITIONS A126 SPECIFIED CONDITIONS FOR: Term Lease

A120	PURPOSE: Rolling term lease - Pastoral
	STATUTORY CONDITIONS:
	Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land Act.
	<ol> <li>Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.</li> </ol>
	<ol><li>Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.</li></ol>
	<ol> <li>Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009.</li> </ol>
	For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.
	4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost
	of which will be recovered from the lessee. 5. Information to Minister: The lessee must give the Minister
	administering the Land Act 1994, information the Minister asks



Title Reference:

40045552

CONDITIONS (Continued) 6. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid. REGULATORY-CONDITIONS:------\_\_\_\_\_ A regulatory condition relates to a lease , in accordance with the Land Regulation. 1. Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with: a. the granting of this lease to the lessee; b. the lessee 's use and occupation of the land; or c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee . The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease. 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must: a. be for an amount of not less than 20,000,000.00 and have no per event sublimit or such higher amounts as the Minister may reasonably require. b. be effected on a "claims occurring" basis; and c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance policy in accordance with the terms of the lease . COPYRIGHT OUEENSLAND TITLES REGISTRY PTY LTD [2024] Requested by: D-ENQ TITLES QUEENSLAND





Title Reference:

40045552

CONDITIONS (Continued)

The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease. The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover. 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State. 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time. 5. Extension: The lease is subject to the extensions of rolling term leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes. 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation. 7. Compliance with Laws - the lessee must comply with all lawful requirements of the a. Local Government; and b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land. SPECIAL-CONDITIONS:-----\_\_\_\_\_ These conditions relate to this lease. Improvements or development on or to the land 1. The lessee must during the term of the lease and, to the satisfaction of the relevant authorities, maintain all improvements on the land in a good and substantial state of repair. **Ouarry** material 1. The lessee must allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land. Except as hereinafter provided the lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract granted or made under the Forestry Act 1959.



# **Current State Tenure Search**

Queensland Titles Registry Pty Ltd ABN 23 648 568 101

#### **CONDITIONS (Continued)**

# ENCUMBRANCES AND INTERESTS

- 1. Rights and interests reserved to the Crown by Lease No. 40045552
- 2. MORTGAGE No 704888376 11/07/2001 at 13:20 PASMINCO LIMITED A.C.N. 004 368 674
- TRANSFER No 705973156 23/09/2002 at 08:51 MORTGAGE: 704888376 WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141
- 4. MORTGAGE No 705973168 23/09/2002 at 08:55 WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141
- 5. SUB LEASE No 713571997 16/11/2010 at 11:03 VENLOCK PTY LTD A.C.N. 010 198 893 OF PART OF THE LAND TERM: 14/03/2010 TO 31/10/2016 OPTION NIL
- 6. SUB LEASE No 713826972 28/04/2011 at 12:00 JOHN LEONARD CLARKE OF PART OF THE LAND TERM: 01/01/2011 TO 30/11/2016 OPTION NIL
- SUB LEASE No 714063845 15/09/2011 at 14:46 ERIC ROBERT SLACK-SMITH TENANT IN COMMON 1/2 LYNN MAREE SLACK-SMITH TENANT IN COMMON 1/2 OF PART OF THE LAND TERM: 24/06/2011 TO 31/10/2016 OPTION NIL
- SUB LEASE No 714291491 01/02/2012 at 11:04 VENLOCK PTY LTD A.C.N. 010 198 893 OF PART OF THE LAND TERM: 01/01/2012 TO 31/10/2016 OPTION NIL
- 9. SUB LEASE No 714354925 09/03/2012 at 14:23 JOHN LEONARD CLARKE OF PART OF THE LAND (LEASE E) TERM: 1/01/2012 TO 28/02/2017 OPTION NIL
- 10. AMENDMENT OF LEASE CONDITIONS No 715980760 28/08/2014 at 05:00 THE CONDITIONS OF THE WITHIN TENURE ARE HEREBY AMENDED.

# ADMINISTRATIVE ADVICES

Dealing	Туре	Lodgement Date	Status
716870054	ADMIN NOTING	06/11/2015 11:45	CURRENT
	SEE DEALING FOR RELEVANT LEGISLATION		
717994336	NT DETERM	02/05/2017 15:13	CURRENT
	NATIVE TITLE ACT 1993 (CTH)		
718205111	NT DETERM	10/08/2017 14:21	CURRENT
	NATIVE TITLE ACT 1993 (CTH)		
718674873	ADMIN NOTING	06/04/2018 10:02	CURRENT
	SEE DEALING FOR RELEVANT LEGISLATION		
719767646	EXEMPT CONS	02/12/2019 08:28	CURRENT
	SEC 322AA LAND ACT 1994		
719893402	CON COM AGMT	11/02/2020 10:15	CURRENT
	MINERAL AND ENERGY RESOURCES (COMMON PROVISI	ONS) ACT 2014	

#### UNREGISTERED DEALINGS

NIL

**Title Reference:** 

40045552



# **Current State Tenure Search**

Queensland Titles Registry Pty Ltd ABN 23 648 568 101

**Title Reference:** 

40045552

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*

Information provided under section 34 Land Title Act (1994) or section 281 Land Act (1994)



Title Reference: 40070415 Search Date: 04/07/2024 08:38 Date State Tenure Created: **Request No:** 48551212 05/08/2015 Previous Title: 17669155

# **DESCRIPTION OF LAND**

Tenure Reference: TL 238531

Lease Type: TERM

LOT 5 CROWN PLAN 865892

Local Government: MOUNT ISA

Area:

297000.000000 Ha. (ABOUT)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:

PASTORAL

# REGISTERED LESSEE

CALTON HILLS PTY LTD A.C.N. 066 708 727

# TERM OF LEASE

Term and day of beginning of lease

Term: 40 years commencing on 13/07/2015

Expiring on 12/07/2055

#### CONDITIONS

A126	SPECIFIED CONDITIONS FOR: Term Lease PURPOSE: Rolling term lease - Pastoral
	STATUTORY CONDITIONS:
	Statutory conditions are the general mandatory conditions of a lease and binds the lessee in accordance with Part 2 Division 1 of the Land

- Act. 1. Permitted Use: The lessee must use the land only for the purpose for which the tenure was issued under the Land Act 1994.
- 2. Duty of Care: The lessee has the responsibility for a duty of care, for the land under the Land Act 1994.
- 3. Rent/Instalment: The lessee must pay the annual rent/instalment in accordance with the Land Act 1994 and the Land Regulation 2009

For further information on how annual rent is determined, refer to the department's website at www.dnrm.qld.gov.au.

- 4. Noxious plants: The lessee must keep noxious plants on the land under control. If the lessee does not comply with this condition, the Minister may bring the noxious plants under control, the cost of which will be recovered from the lessee.
- 5. Information to Minister: The lessee must give the Minister administering the Land Act 1994, information the Minister asks for about the tenure.
- 6. Improvements: The lessee must not make improvements or carry out development work on the land within 2 years of the expiry of the tenancy without the Minister's written approval.

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**Title Reference:** 

40070415

CONDITIONS (Continued) 7. Monies for Improvements: No money for improvements is payable by the State on the forfeiture, cancellation, surrender or expiry of this lease but money may be payable if the State receives payment from an incoming lessee or buyer for the improvements on the land. However, the previous lessee may apply to the Minister to remove the improvements that belong to the lessee, within a period of 3 months from the date of the forfeiture, surrender, or expiry of this lease. The lessee may only undertake the removal of the improvements in the presence of an authorised representative of the department, if required by the Minister. The lessee may only remove those improvements if all monies due from the lessee to the department under this lease have been paid. \_\_\_\_\_ A regulatory condition relates to a lease , in accordance with the Land Regulation. 1. Indemnity: The lessee indemnifies and agrees to keep indemnified the Minister, and the State of Queensland and its Representatives, (the "Indemnified parties") against all liability, costs, loss and expenses including claims in negligence (including any claims, proceedings or demands bought by any third party, and any legal fees, costs and disbursements on a solicitor and client basis) ("Claim") arising from or incurred in connection with: a. the granting of this lease to the lessee; b. the lessee 's use and occupation of the land; or c. personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted purported performance or non-performance) of the lease or a breach of the lease by the lessee . The lessee hereby releases and discharges to the full extent permitted by law, the Indemnified parties from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property and whether special, direct, indirect or consequential financial loss) arising out of the use and occupation of the lease. To the full extent permitted by law, the Minister, the State of Queensland and their Representatives will not be liable to the lessee for any special, indirect or consequential damages, including consequential financial loss arising out of the use and occupation of the lease. 2. Public Liability: The lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 (Commonwealth) or, if not so authorised then only with the Minister's approval, which can be given or withheld in the Minister's sole discretion, naming the lessee as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the land or any improvements thereon and against all claims, demands, proceedings, costs, charges, and expenses whatsoever (including claims in negligence) Such policy must: a. be for an amount of not less than twenty million dollars (\$20,000,000.00) and have no per event sublimit or such higher amounts as the Minister may reasonably require. b. be effected on a "claims occurring" basis; and c. be maintained at all times during the currency of the lease, and upon receipt of any notice of cancellation, the lessee must immediately effect another public insurance



Title Reference:

40070415

CONDITIONS (Continued)

policy in accordance with the terms of the lease . The lessee must, as soon as practicable, inform the Minister, in writing, of the occurrence of any event that the lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister is kept fully informed of subsequent actions and developments concerning the claim. The lessee must renew such policy, at the lessee's expense, each year during the currency of this lease. The condition will be satisfied if the lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund. This condition will be satisfied if the lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover. 3. Access: The provision of access, further access or services to the land will not be the responsibility of the State. 4. Survey Costs: If the land needs to be surveyed or re-surveyed the lessee must do this at their own cost under the Survey and Mapping Infrastructure Act 2003. This survey plan must be lodged in the land registry within the specified time. 5. Extension: The lease is subject to the extensions of rolling term

- leases provision of the Land Act 1994 and the Minister must grant an extension of the term of a rolling term lease if the lessee makes an application in the approved form. The extension will be for the original term of the lease and may be given subject to condition changes.
- 6. Jurisdiction: The lessee is subject to the Land Act 1994 and all other relevant Queensland and Commonwealth legislation.
- 7. Compliance with Laws the lessee must comply with all lawful requirements of the
  - a. Local Government; and
  - b. any department within the Queensland or Commonwealth governments (including the department administering the Land Act 1994), local authority or statutory instrumentality having jurisdiction over the land, or the development, use and occupation of the land, in regard to its use, occupation and development of the land.

SPECIAL-CONDITIONS:-----

These conditions relate to this lease.

Improvements or development on or to the land

- 1. The lessee must ensure that the development and use of the land meets with the Planning Scheme, Local Laws and requirements of the www.dnrm.qld.gov.au, binding the lessee.
- The lessee must , to the satisfaction of the relevant authorities, maintain all improvements on the land in a good and substantial state of repair.
- 3. The lessee must within three (3) months from the commencement of the tenure and to the satisfaction of Minister / Chief Executive administering the Land Act 1994 construct and maintain a good and substantial stockproof fence .
- 4. The lessee must remove the improvements and rehabilitate the area to the satisfaction of the Minister / Chief Executive of the Land Act 1994 within six (6) months , from the date of termination of the tenure.
- 5. If the lessee fails to remove the improvements and rehabilitate the area as above, the Minister / Chief Executive administering the Land Act 1994 , can remove the improvements and is hereby



**Title Reference:** 

40070415

## **CONDITIONS (Continued)**

1

2.

3.

4.

#### cost incurred in the said removal. Quarry Material and Forest Products 1. The lessee must allow any person authorised under the Forestry Act 1959 access to the land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the land. The lessee must not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements or a permit, licence, agreement or contract granted or made under the Forestry Act 1959. Provision of reasonable services, roads and infrastructure external to but servicing the land 1. The provision of access to the land will not be the responsibility of Mount Isa City Council and the State. Other conditions the Minister considers appropriate 1. The lessee must, at all times during the currency of the lease, allow free and unrestricted access to bonafide travelling stock. ENCUMBRANCES AND INTERESTS Rights and interests reserved to the Crown by Lease No. 40070415 EASEMENT No 602805745 (A1005) 31/03/1977 EASEMENT IN PURSUANCE OF AN AGREEMENT DATED THE 18TH DAY OF SEPTEMBER, 1 975, BETWEEN THE LESSEE OF THE WITHIN DESCRIBED HOLDING AND THE COMMONWEALTH OF AUSTRALIA FOR PURPOSES AS DEFINED IN SUCH AGREEMENT. RESUMPTION EASEMENT No 703693352 15/11/1999 at 10:06 burdening the land NORTH QUEENSLAND ELECTRICITY CORPORATION LIMITED A.C.N. 078 848 978 over EASEMENT J ON SP102693 RESUMPTION EASEMENT No 704055303 18/05/2000 at 09:58 burdening the land NORTH QUEENSLAND ELECTRICITY CORPORATION LIMITED over EASEMENTS E TO G ON SP102677 AND EASEMENT H ON SP102679 ADMINISTRATIVE ADVICES Dealing Type Lodgement Date Status 717919149 24/03/2017 11:21 CURRENT CON COM AGMT MINERAL AND ENERGY RESOURCES (COMMON PROVISIONS) ACT 2014 717923947 CON COM AGMT 27/03/2017 13:45 CURRENT MINERAL AND ENERGY RESOURCES (COMMON PROVISIONS) ACT 2014 717923957 CON COM AGMT 27/03/2017 13:48 CURRENT MINERAL AND ENERGY RESOURCES (COMMON PROVISIONS) ACT 2014 718168714 NT DETERM 21/07/2017 15:39 CURRENT COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2024] www.titlesgld.com.au Requested by: D-ENO TITLES QUEENSLAND

authorised to do whatever is necessary to effect the said removal. The department may recover from the lessee the total



Title Reference:

40070415

ealing	Туре	Lodgement Date	Status
	NATIVE TITLE ACT 1993 (CTH)		
18278997	CON COM AGMT	18/09/2017 12:19	CURRENT
	MINERAL AND ENERGY RESOURCES (COMMON P	ROVISIONS) ACT 2014	
19767646	EXEMPT CONS	02/12/2019 08:28	CURRENT
	SEC 322AA LAND ACT 1994		
21528132	CON COM AGMT	08/03/2022 11:15	CURRENT
	MINERAL AND ENERGY RESOURCES (COMMON P	ROVISIONS) ACT 2014	
21997680	CON COM AGMT	26/09/2022 15:50	CURRENT
	MINERAL AND ENERGY RESOURCES (COMMON P	ROVISIONS) ACT 2014	
21997691	CON COM AGMT	26/09/2022 15:53	CURRENT
	MINERAL AND ENERGY RESOURCES (COMMON P	ROVISIONS) ACT 2014	

# UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*

Information provided under section 34 Land Title Act (1994) or section 281 Land Act (1994)



Creating Dealing:

## DESCRIPTION OF LAND

Tenure Reference: TL 208881

Lease Type: TERM

LOT 6 CROWN PLAN 907593

Local Government: BURKE

23180.000000 Ha. (SURVEYED)

Area:

No Land Description

No Forestry Entitlement Area

Purpose for which granted:

COMMERCIAL

#### **REGISTERED LESSEE**

Dealing No: 718390853 10/11/2017 CENTURY MINING LIMITED A.C.N. 006 670 300

## TERM OF LEASE

Term and day of beginning of lease

Term: 40 years commencing on 19/09/1997

Expiring on 18/09/2037

#### CONDITIONS

- A28 The lessee shall use the leased land for commercial purposes and for purposes incidental thereto and shall have the right to use the leasedland for pastoral, grazing or agricultural purposes. The lease does notauthorise the lessee to use the leased land for any purposes authorised by Mining Leases 90045 and 90058 or for any purposes which are primarily formining.
- B37 The annual rent shall be paid yearly in advance and shall be determined in accordance with the provisions of the Land Act 1994.
- C47 The lessee shall to the satisfaction of the Minister administering the Land Act 1994 ensure that all activities connected with the development of the land are conducted in a manner such that soil erosion and land degradation are controlled.
- C275 No compensation for improvements or developmental work shall be payable by the State at the expiration of the term of the lease but the lessee shall have the right to remove moveable improvements within a period of three (3) months provided all moneys due by the lessee to the State on any account whatsoever have been paid. However, should the land be again made available for lease or purchase, the former lessee will be entitled to receive payment for the value of the improvements or developmental work, in accordance with the principles set out in the Land Act 1994.
- C277 The lessee shall not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil,



**Current State Tenure Search** 

Title Reference:

40011888

#### CONDITIONS (Continued)

rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1994 except under the authority of and in compliance in every respect with the requirements of a permit, license, agreement or contract granted or made under the Forestry Act 1959.

- C278 The lessee shall allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land.
- C291 The lessee shall not destroy any trees on the leased land unless in accordance with a tree clearing permit under the provisions of the Land Act 1994 or the provisions relating to the clearing for routine management purposes as prescribed in the Land Regulation 1995.
- E1 The lessee shall pay the cost of any required survey.
- K19 The lessee must keep any noxious plants, on the leased land, under control.
- M314 The lessee must give the Minister administering the Land Act 1994, the information the Minister administering the Land Act 1994 asks for about the lease.
- M360 If any native title exists in the land which was formerly the camping and water reserve described as lot 2 on plan GY13 ("the former reserve"), and this lease would validly affect it in some way, then the grant of this lease is wholly inconsistent with that native title, but it is intended that (without in any way affecting any of the lessees' rights, including the lessees' right of exclusive possession):-
  - (a) the native title in the former reserve should nevertheless continue to exist and not be extinguished by the grant of this lease or any act hereunder, but should never have any effect upon or in relation to this lease or any act or right of the lessee;
  - (b) the persons who are entitled in accordance with any traditional laws and customs, as applying from time to time, possess the native title should continue to be native title holders; and
  - (c) if this lease or any act done under this lease ceases to have effect to an extent, the native title should again have effect to that extent.
- Z7 The lessee shall during the whole term of the lease maintain the fencing existing at the commencement of the lease on the leased land in a good and substantial state of repair to the satisfaction of the Minister administering the Land Act 1994 .
- Z39 The lessee shall within twelve (12) months from the commencement of the term of the lease, furnish a property management plan to the satisfaction of the Minister administering the Land Act 1994, which should be reviewed on an annual basis and at all times manage the property generally in accordance with the plan.
- Z75 The lessee has the responsibility for a duty of care for the leased land.

#### ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Lease No. 40011888



# **Current State Tenure Search**

Queensland Titles Registry Pty Ltd ABN 23 648 568 101		Title Refer	ence:	40011888	
ENCUMBRA	NCES AND INTERESTS (Continued)				
<ol> <li>RESUMPTION EASEMENT No 703693398 15/11/1999 at 10:13 burdening the land NORTH QUEENSLAND ELECTRICITY CORPORATION LIMITED over EASEMENT A ON SP102699</li> </ol>					
ADMINISTRA	ATIVE ADVICES				
<b>Dealing</b> 719767646	<b>Type</b> EXEMPT CONS SEC 322AA LAND ACT 1994	Lodgement Date 02/12/2019 08:28	Status CURRENT		
UNREGISTE	RED DEALINGS				
NIL					
	Caution - Charges do not necessarily appear in order of priority				
	** End of Current State Tenure	Search **			

Information provided under section 34 Land Title Act (1994) or section 281 Land Act (1994)



# RPI DEVELOPMENT APPLICATION SUPPORTING INFORMATION MOUNT ISA MINES LIMITED

Appendix 2 MIM Induced Polarisation Survey Guideline



# 1 PURPOSE

The purpose of this guideline is to outline the requirements for the preparation and undertaking of Induced Polarisation Surveys.

# 2 GUIDELINE

# 2.1 **Prior to IP operations**

- Geophysicists should make contact with the station owners or landholders as per MIMRD procedures.
- At least one contractor crew member working in the field must have S1, S2, S3 Certification.

# 2.2 Survey Set up

- Auger operations for transmitter plate preparation should be undertaken following procedure PRO-910133 Vehicle Mounted Auger Drills.
- All flammable material within a 1m radius of transmitter electrodes must be removed.
- No bare or damaged wires are permitted.
- Generators must be placed in areas clear of vegetation.
- Generators should be placed in a position to minimize noise and fumes for operators (i.e. consider utilization of natural barriers and general wind directions).
- Safety glasses must be worn when mixing substances used for receiver electrodes.
- Gloves and safety glasses must be worn when manually digging receiver electrodes and transmitter electrodes.
- Current wires crossing unsealed roads are to be dug in and/or protected with mats and signed with "Danger – High Voltage" signs.

# 2.3 Survey Pre Start Checks

- Daily vehicle pre-start checks should be performed as per MIM Resource Development GDL- 910107 Operation of Vehicles.
- Generator oil and fuel levels must be checked prior to starting and at regular intervals throughout the day.
- Belts and belt tensions should be checked regularly.
- Fuel/Air/Oil filters and spark plugs (if any) should be checked and replaced according to **contractor** maintenance schedules.
- All guards must be secured.
- Grounding of the transmitter is to be ensured.
- "Danger High Voltage" signs are to be prominently displayed at the transmitter site.
- Prior to starting generators power to all equipment must be confirmed as either off or disconnected.
- No bare or damaged wires are permitted (current wires and equipment).
- Dry Powder Fire Extinguishers are to be placed in a clear area that is easily accessible approximately 5m from any generators and or transmitters.
- Check receiving pots, add Copper Sulphate (CuSO4) solution as required, use eye protection and gloves, wash hands immediately afterwards.

# 2.4 Data Collection

- Transmitter must have contractor in attendance at all times.
- Only a trained and experienced crew member is permitted to power up the transmitter and/or the transmitter generator.
- Survey operations must cease if any electrical storm activity (lightning) is present in the area.
- Surveying in the rain or if the transmitter is wet from dew or condensation is not permitted.
- Handling of the current wires, by a crew member, is only permitted after explicit permission is granted from the transmitter operator.



- If there are any doubts to current wires status, crew members must confirm and re-confirm as many times as they require to properly establish the current wire status.
- If radio communications are unclear, suspected of being lost or intermittent, crew members must not touch the wire until clear radio communications are re-established and then they must undertake proper communications to establish current wire status.
- If crew members are touching a current wire and hear an incomplete or unclear radio communiqué, they must drop the wire immediately. Crew members must not touch the wire until they have confirmed current wire status.
- Crew members must not rely on the wire insulation for protection from electrocution as the insulation can be damaged or nicked.
- Crew members must maintain awareness and understanding of which wires are the current wires in use, and which are potential or current wires laid out in preparation for alternate survey positions.
- All crew members must maintain a minimum distance of 3m from the active current electrodes.
- Visitors (third party and/or MIM Resource Development representatives) are not to touch any equipment, wires and/or electrodes. Guidelines for visitors to the site of operations and survey are outlined in GDL-910110 Visitors to Induced Polarisation Surveys.
- All flammable material within a 1m radius of transmitter electrodes must be removed prior to transmitting signal.
- Unattended remote transmitter electrodes must be barricaded and signed with "Danger-High Voltage" signs.

# 2.5 Post survey - rehabilitation

- All flagging is to be removed from the line.
- No rubbish is to be left along the line (tape, spray cans, lunch wrappers, etc).
- Where foil has been used for transmitter electrodes it must be removed, or, if permitted, properly buried so that no foil is exposed.
- Care should be taken to ensure that all cables have been collected.
- All pits developed due to the removal of the receiver electrodes and transmitter electrodes must be back filled.

# 2.6 Minimisation of Fire Risks

To minimise the risk of fires, all crew members must:

- Ensure that no wires on the survey are bare (current wires and equipment).
- Place generators in areas clear of flammable material.
- Place Dry Powder Fire Extinguishers in clear areas that are easily accessible and when possible approximately 5m from the generators.
- In the event of a fire, crew members will:
  - Ensure their own safety and the safety of other persons around.
  - Notify Transmitter Operator to shut down all power.
  - Providing you are not endangering yourself or others, isolate and put out fire, by covering with soil or extinguishing with a Dry Powder Fire Extinguisher (note water packs and extinguishers are not recommended).

# 3 REFERENCES

- GDL-910110 MIMRD Visitors to Induced Polarisation Surveys
- GDL-910107 MIMRD Operation of Vehicles
- PRO-910133 MIMRD Vehicle Mounted Auger Drills
- PRO-910103 MIMRD Schedding
- PRO-133300 Personal Protective Equipment
- PRO-101100 Safe for work
- PRO-100030 Manual tasks and ergonomics
- PRO-101300 Fatigue Management



# RPI DEVELOPMENT APPLICATION SUPPORTING INFORMATION MOUNT ISA MINES LIMITED

Appendix 3 MIM Low-Impact Field Camps Guideline



#### 1 PURPOSE

The purpose of this guideline is to outline the planning, establishment, operation, and decommission of low-impact field exploration 'fly' camps on MIM Resource Development projects. All personnel (MIM Resource Development representatives and third party visitors) involved with any part of the camp are to adhere to this guideline and ensure that the campsite is used correctly and safely.

This guideline does not relate to larger semi-permanent camps. Separate guidelines, procedures and Risk assessments are to be conducted prior to larger camp set ups.

# 2 GUIDELINES

Field camps provide accommodation for workers in remote areas to decrease travel times and reduce the hazards associated with driving. A camp can be a base for two or more people from overnight to several weeks. Site location and layout requires an acceptable standard of safety and provide comfort and hygiene with minimum disturbance to other land users. Even small camps require thoughtful preparation.

All camp users will take care to ensure that the campsite is used correctly and safely. All incidents are to be reported to manager and documented. Strict adherence to Schedding protocol is mandatory for the duration of the campaign. Safe lifting, shifting, and loading should be practiced throughout all phases of the camp.

# 2.1 Preparation Prior To Departure For Camp

- Designate a camp supervisor to coordinate planning and operation of the camp. The camp supervisor will delegate a representative to cover their absence from the site.
- Consider camp size and duration for intended field activities.
- Inform relevant land users, stake-holders, and/or pastoralists of movements and discuss potential campsite locations. Obtain written authorisation if camping on private or leasehold land. Establish local rules (i.e. noise levels, vehicle movements, speed limits, gate access). Consent (preferably written) from landholders is needed to light campfires.
- Discuss bio security issues (noxious weeds) with landholders.
- Written consent is required from the landholders to have and consume alcohol at campsites.
- Complete inductions, risk assessments, and SAR maps. Explain directions to campsite and local road rules or hazards to field workers and Sched monitor. Nominate a radio frequency.
- Locate any bush fires near campsite, fieldwork area, and tracks on Sentinel bush fire map and add camp coordinates. Check fire bans in the area using Queensland Rural Fire website.
- Check weather forecasts for rain or extreme heat on Bureau of Meteorology and Weather zone websites.
- Obtain a communication board and compile camp documents in a weatherproof folder. Relevant documents include contact details (i.e. MIMRD personnel, contractors, and landholders), SAR maps, emergency plans (including safe and legal means for disposal of hazardous wastes), first aid procedures, risk assessments, written permissions (ie. land access code and cultural clearances), daily PASS templates, weekly toolbox templates, incident report forms, Safety Data Sheets (SDS), weather forecast reports, fire maps, and technical information (i.e. soil programme survey details and geology maps). All hazardous substances (i.e. fuels, oils, acids, cleaning chemicals) must be accompanied by SDS's.
- Determine quantity of potable and non-potable water and organise for refills if required. Use bulk factory filled water for drinking and cooking. Check trailer mounted water tank for leaks and contamination. Clean containers with baking soda (not toxic chemicals) if needed. Double (isolated) tanks are recommended to avoid accidents where an entire tank is drained.
- Compile checklists for food and supplies and use them for shopping. Carry spare supplies and non-perishable food for emergencies.
- Check condition of emergency and technical equipment (i.e. satellite phones, spot locators, PLBs, GPSs, Trimble's, computers, and differential GPS). Ensure equipment is fully charged with back-up batteries.



- Check condition and service date of fire extinguishers, fire blankets, toolkits, and first-aid kits.
- Check generators, earth leakage devices, emergency cut-outs, residual current devices (RCD), power leads, and electrical appliances. Only camp-recommended generators and appliances are to be used.
- Determine quantity of fuel. Check for leaks in the fuel canister and seal on caps. Bring a funnel to minimise spilling.
- Check LPG (liquid petroleum gas) bottles, regulators, hoses, and connections. Carry spares.
- Consider alternative heat sources to fires such as Salamanders or gas heaters.
- Prestart all vehicles, trailers, and caravans to ensure they are roadworthy and registered. Secure all equipment with ropes and netting. Check that trailer is properly connected with all back-up provisions in place.
- Review list prior to departure from base.

# 2.2 Camp Set-Up

- Camp supervisor will lead camp set-up and delegate suitably experienced people to appropriate jobs.
- Use previous campsites where possible. If this is not an option, select a campsite with easy access to worksite that is preferably level with sandy or fine gravel base, out of dry creek beds, concealed from public roads and tracks, more than 50m from body of water, and away from areas with cultural and environmental significance. Avoid earthworks, as they require formal high-impact clearances in advance.
- Evaluate risks associated with chosen campsite such as flash-flooding, lightning strikes, sun exposure, shedding branches, land slips, rock falls, bushfire danger, traffic, wildlife, or stock. Chose alternative site if risks are unacceptable.
- Notify sched monitor of sub-block details and coordinates (degrees-minutes-seconds) when campsite is selected.
- Designate an emergency meeting point. Identify hazards specific to the campsite and devise an emergency plan. Store written documentation in the camp folder. Discuss with all camp users.
- Set-up a communication board where workers can communicate work areas, movements, return times, warnings, and other messages. A camp folder is to be kept in an easily accessible location near the communication board. Discuss with all camp users and relay ongoing use of Communication Board during camp operations is to be conveyed.
- Design an intended camp lay-out with enough space for cooking, eating, cleaning, sleeping, working, equipment storage, vehicle parking and maintenance, garbage disposal, and toilets. Consider safety and site rehabilitation to original state at the end of the program. Rake campsite and remove trip hazards. Flag or barricade unmoveable hazards.
- Designate vehicle and trailer parking with unobstructed entry and exit tracks.
- Generators will only be set-up by experienced personnel. Set-up generator with a grounding rod away from the camp and flammable materials. Consider a sound barrier between generator and camp (i.e. landform, vegetation, and vehicle).
- Store fuel canisters in a cleared area away from camp and other flammable materials. Avoid storing in direct, mid-day sun.
- Connect RCD directly to the power source (generator), and connect all electrical equipment to the RCD for earth leakage and overload protection.
- Route power leads such that they are not exposed to physical damage, do not come in contact with water or fire, and do not present a tripping hazard. Leads should be of an adequate length and are not to be left coiled.
- Store electrical equipment with consideration of unexpected rain.
- Illuminate cooking, eating, shower, and work areas. All lighting shall have a minimum ingress protection rating IP44. Yellow globes and fluro-tubes will reduce insects. Strings of 'party lights' may be used to illuminate paths.
- Gas tanks and stoves are to be stored away from fuels and other fires, preferably out of direct mid-day sun.
- Set-up fire extinguishers and fire blankets in areas with high risk for fires such as kitchen, generator site, fuel or oil cashes, and camp fires.



- Distinguish potable from non-potable water. Store potable water in shade.
- Designate areas for water tank, shower, and washing facilities that waste water drains away from electrical equipment and camp. Store water tanks higher than dispenser or hose to maximise hydraulic head (water pressure).
- Designate toilet facilities >50m from main campsite. Consider clearing a path and using lighting along track. Dig personal toilet hole to >10cm deep. Use lime to assist in decomposition of human waste. Note that lime is a hazardous substance and personnel must be familiar with the SDS.
- Properly stake down tents and equipment with consideration of windy conditions and sun exposure.
- Security is to be considered at all times. All valuable equipment (both company and personal) is to be stored out-of-sight and locked in vehicles, caravans, or steel boxes. Warning signs or 'Danger: Do Not Access' signs may deter some trespassers. A daytime carer may be employed in areas with high traffic.
- Position camp fires in an open area away from vehicles, fuels, electrical equipment, tents, garbage, supplies, and overhanging tree limbs. Use historic fire pits or areas previously burned where possible. New pits should be dug <50cm in diameter and lined with rocks or soil. Clear >3m surrounding pit of all flammable material. Use large rocks or termite mounds as windbreaks. Continuously monitor fire size and wind direction and strength.

# 2.3 Camp Operation

- Pass meetings and weekly toolbox meetings are to be conducted. Written documentation for these meetings are to be kept in the camp folder and delivered to Mount Isa base throughout and at the end of the campaign.
- Continuous identification of hazards and management. Modify camp layout if hazards have developed. Communicate with all camp users. Store written documentation in the camp folder near communication board.
- Restrict vehicle movement through camps (>3m away) and ensure unobstructed entry and exit tracks.
- Generators will only be operated, refuelled, and maintained by experienced personnel. Check daily. Top-up fuel throughout the day and before bedtime in case of night-time emergency. Only refuel generators using appropriate PPE and only when they have cooled sufficiently (not running for >15min). Use funnel to minimise spills. All spills are to be cleaned-up and bagged immediately and removed from site. Turn off generator at night.
- Check that fuel is stored in a cleared area away from camp and other flammable materials. Avoid storing in direct, mid-day sun.
- Check RCD, power leads, and electrical connections for exposure to physical damage, water, fire, or tripping.
- Turn off gas tanks and stoves when not in use. Check lines and seals daily.
- Check fire extinguishers and fire blankets daily and ensure ease of accessibility.
- Maintain personal health and cleanliness at all times. Wash hands often.
- Maintain cleanliness and hygiene of communal areas. Store garbage >50m away from cooking areas. Use warm soapy water to clean dishes. Wipe down cooking surfaces often.
- Daily housekeeping tasks (i.e. cooking, cleaning, and maintenance) are to be shared by all camp users.
- Check water supply and quality daily. Do not drink water from local sources.
- Properly store perishable food in refrigerators and freezers to prevent growth of toxic bacteria. Store non-perishable food in designated bins to deter bugs and wildlife. Food is to be stored separate from camp supplies as chemicals and unhygienic items could contaminate food. Dispose of expired foods. Check daily.
- Continuously monitor fire size and wind direction and strength. Extinguish fires completely with water (douse embers with water, mix embers, add more water, and repeat). Avoid sand as it can cause root fires. **DO NOT LEAVE A FIRE UNATTENDED.**



# 2.4 Camp Decommission

- All camp users are responsible for maintaining and assisting in camp pack-up.
- Manage pack-up time to allow for mobilisation back to base (or next field area). Larger camps may require packing unessential equipment a day before.
- Pack all equipment in appropriate containers with special care given to electronic equipment.
- Secure load with netting and ropes.
- Return land to original condition.
  - Ensure fires are completely extinguished and pits are dispersed.
  - Remove all garbage and survey area for items that may have blown away.
  - Clean up missed spills (i.e. vehicles and generators) and document.
  - Ensure human waste is properly buried.

# 2.5 Return To Base

- Unpack all equipment and return to designated areas. Check equipment condition and make repairs and clean as needed. Replenish used items (i.e. first aid kits). Recharge batteries.
- Refuel and wash vehicles. Refill vehicle water tanks.
- Provide copies of documents such as PASS meeting notes, toolbox notes, and incident reports to safety advisor and communicate issues or improvements to manager and relevant personnel.
- Back-up field data on the server.
- Label samples when stored in the shed so they are not lost or disposed.

# 3 REFERENCES

Mining and Quarrying Safety and Health Act 1999 Mining and Quarrying Safety and Health Regulation 2001 Queensland Government Workplace Health and Safety

PRO-118000	Incident Management & Investigations
PRO-101000	Safe for Work
PRO-133330	Personal Protective Equipment
PRO-100030	Manual Tasks and Ergonomics
PRO-100100	Chemical and Hazardous Substances Management
PRO-910103	MIMRD Schedding Procedure
PRO-910108	MIMRD Safe Field Work
PRO-910117	MIMRD Heat Stress Management
PRO-910138	MIMRD Declared Hot Weather Work
GDL-910112	MIMRD Camp Generators
FRM-910157	MIMRD Vehicle Equipment Check List
FRM-910125	MIMRD Trailer Pre Start Check List
<u>FRM-910141</u>	MIMRD Low Impact Field Camps Checklist
FRM-910172	MIMRD Daily Field Pre-Departure Checklist

Land access code

<u>http://www.bom.gov.au</u> <u>http://www.ruralfire.qld.gov.au/index.asp</u> <u>http://sentinel.ga.gov.au/acres/sentinel/index.shtml</u>



# RPI DEVELOPMENT APPLICATION SUPPORTING INFORMATION MOUNT ISA MINES LIMITED

Appendix 4 MIM Low-Impact Field Camp Checklist



IMPORTANT: KEY FOR REPORTING: Yes or No or	N/A = not applicable	
Project Location:		
Geologist:	Date:	
PREPARATION PRIOR TO DEPARTURE FOR CAMP		Yes/No or N/A
<ol> <li>Designate a camp supervisor to coordinate plann supervisor will delegate a representative to cover t</li> </ol>		
2. Consider camp size and duration for intended field		
<ol> <li>Inform relevant land users, stake-holders, and/ possible campsites. Obtain written authorisation Establish local rules (ie. noise levels, vehicle move (preferably written) from land holders is needed to</li> </ol>	for pastoralists of movements and discuss in if camping on private or lease-hold land. ements, speed limits, gate access). Consent o light camp fires.	
4. Discuss Bio Security Issues (noxious weeks) with la		
5. Written consent is required from the land holders t		
<ol><li>Complete inductions, risk assessments, and SAR m road rules or hazards to field workers and sched m</li></ol>		
<ol> <li>Locate any bush fires near campsite, field work are add camp coordinates. Check fire bans in the area</li> </ol>	ea, and tracks on Sentinel bush fire map and	
<ol> <li>Check weather forecasts for rain or extreme heat of websites.</li> </ol>	on Bureau of Meteorology and Weather zone	
<ol> <li>Obtain a communication board and compile camp de documents include contact details (ie. MIMRD per maps, emergency plans (including safe and legal m aid procedures, risk assessments, written perm clearances), daily PASS templates, weekly toolbox t Sheets (SDS), weather forecast reports, fire maps, a survey details and geology maps). All hazardous chemicals) must be accompanied by SDSs.</li> </ol>	rsonnel, contractors, and landholders), SAR neans for disposal of hazardous wastes), first issions (ie. land access code and cultural templates, incident report forms, Safety Data and technical information (ie. soil programme	
<ol> <li>Determine quantity of potable and non-potable was bulk factory filled water for drinking and cooking. and contamination. Clean containers with baking s (isolated) tanks are recommended to avoid accider</li> </ol>	Check trailer mounted water tank for leaks soda (not toxic chemicals) if needed. Double	
11. Compile checklists for food and supplies and use the non-perishable food for emergencies.	hem for shopping. Carry spare supplies and	
<ol> <li>Check condition of emergency and technical equipm GPSs, Trimbles, computers, and differential GPS). up batteries.</li> </ol>		
13. Check condition and service date of fire extinguished	ers, fire blankets, toolkits, and first-aid kits.	
<ol> <li>Check generators, earth leakage devices, emerge (RCD), power leads, and electrical appliances. appliances are to be used.</li> </ol>		
<ol> <li>Determine quantity of fuel. Check for leaks in the f to minimise spilling.</li> </ol>	fuel canister and seal on caps. Bring a funnel	
16. Check LPG (liquid petroleum gas) bottles, regulator	rs, hoses, and connections. Carry spares.	
17. Consider alternative heat sources to fires such as S		
<ol> <li>Prestart all vehicles, trailers, and caravans to en Secure all equipment with ropes and netting. Che back-up provisions in place. FRM-</li> <li>Device list prior to departure from bace.</li> </ol>		
19. Review list prior to departure from base.		

CAMP SET-UP	Yes/No or N/A
20. Camp supervisor will lead camp set-up and delegate suitably experienced people to appropriate jobs.	
21. Use previous campsites where possible. If this is not an option, select a campsite with easy access to worksite that is preferably level with sandy or fine gravel base, out of dry creek beds, concealed from public roads and tracks, more than 50m from body of water, and away from areas with cultural and environmental significance. Avoid earthworks as they require formal high-impact clearances in advance.	
22. Evaluate risks associated with chosen campsite such as flash-flooding, lightning strikes, sun exposure, shedding branches, land slips, rock falls, bushfire danger, traffic, wildlife, or stock. Chose alternative site if risks are unacceptable.	
<ol> <li>Notify sched monitor of sub-block details and coordinates (degrees-minutes-seconds) when campsite is selected.</li> </ol>	
24. Designate an emergency meeting point. Identify hazards specific to the campsite and devise an emergency plan. Store written documentation in the camp folder. Discuss with all camp users.	
25. Set-up a communication board where workers can communicate work areas, movements, return times, warnings, and other messages. A camp folder is to be kept in an easily accessible location near the communication board. Discuss with all camp users and relay ongoing use of Communication Board during camp operations is to be conveyed.	
26. Design an intended camp lay-out with enough space for cooking, eating, cleaning, sleeping, working, equipment storage, vehicle parking and maintenance, garbage disposal, and toilets. Consider safety and site rehabilitation to original state at the end of the program. Rake campsite and remove trip hazards. Flag or barricade unmoveable hazards.	
27. Designate vehicle and trailer parking with unobstructed entry and exit tracks.	
28. Generators will only be set-up by experienced personnel. Set-up generator with a grounding rod away from the camp and flammable materials. Consider a sound barrier between generator and camp (ie. landform, vegetation, vehicle).	
<ol> <li>Store fuel canisters in a cleared area away from camp and other flammable materials. Avoid storing in direct, mid-day sun.</li> </ol>	
<ol> <li>Connect RCD directly to the power source (generator), and connect all electrical equipment to the RCD for earth leakage and overload protection.</li> </ol>	
31. Route power leads such that they are not exposed to physical damage, do not come in contact with water or fire, and do not present a tripping hazard. Leads should be of an adequate length and are not to be left coiled.	
32. Store electrical equipment with consideration of unexpected rain.	
33. Illuminate cooking, eating, shower, and work areas. All lighting shall have a minimum ingress protection rating IP44. Yellow globes and fluro-tubes will reduce insects. Strings of 'party lights' may be used to illuminate paths.	
34. Gas tanks and stoves are to be stored away from fuels and other fires, preferably out of direct mid-day sun.	
35. Set-up fire extinguishers and fire blankets in areas with high risk for fires such as kitchen, generator site, fuel or oil cashes, and camp fires.	
36. Distinguish potable from non-potable water. Store potable water in shade.	
37. Designate areas for water tank, shower, and washing facilities that waste water drains away from electrical equipment and camp. Store water tanks higher than dispenser or hose to maximise hydraulic head (water pressure).	
38. Designate toilet facilities >50m from main campsite. Consider clearing a path and using lighting along track. Dig personal toilet hole to >10cm deep. Use lime to assist in decomposition of human waste. Note that lime is a hazardous substance and personnel must be familiar with the MSDS.	
39. Properly stake down tents and equipment with consideration of windy conditions and sun exposure.	



42. Pass meetings and weekly toolbox meetings are to be conducted. Written documentation for these meetings are to be kept in the camp folder and delivered to Mount Isa base throughout and at the end of the campaign.         43. Continuous identification of hazards and management. Modify camp layout if hazards have developed. Communicate with all camp users. Store written documentation in the camp folder near communication board.         44. Restrict vehicle movement through camps (>3m away) and ensure unobstructed entry and exit tracks.         45. Generators will only be operated, refuelled, and maintained by experienced personnel. Check daily. Top-up fuel throughout the day and before bedtime in case of night-time emergency. Only refuel generators using appropriate PPE and only when they have cooled sufficiently (not running for >15min). Use funnel to minimise spills. All spills are to be cleaned-up and bagged immediately and removed from site. Turn off generator at night.         47. Check that fuel is stored in a cleared area away from camp and other flammable materials. Avoid storing in direct, mid-day sun.       47. Check AcD. power leads, and electrical connections for exposure to physical damage, water, fire, or tripping.         48. Turn off gas tanks and stoves when not in use. Check lines and seals daily.       40. Check the ave sough water to clean dishes. Wipe down cooking surfaces often.         51. Maintain cleanliness and hygiene of communal areas. Store garbage >50m away from cooking areas. Use warm soapy water to clean dishes. Wipe down cooking surfaces often.         52. Daily housekeeping tasks (ie. cooking, cleaning, and maintenance) are to be shared by all camp users.         53. Check water supply and quality daily. Do not drink water		
<ul> <li>41. Position camp fires in an open area away from vehicles, fuels, electrical equipment, tents, garbage, supplies, and overhanging tree limbs. Use historic fire pits or areas previously burned where possible. New pits should be dug &lt;50cm in diameter and lined with rocks or soil. Clear &gt;3m surrounding pit of all flammable material. Use large rocks or termite mounds as wind breaks. Continuously monitor fire size and wind direction and strength.</li> <li>AT CAMP OPERATION 'Yes/I</li> <li>42. Pass meetings are to be kept in the camp folder and delivered to Mount Isa base throughout and at the end of the campaign.</li> <li>43. Continuous identification of hazards and management. Modify camp layout if hazards have developed. Communicate with all camp users. Store written documentation in the camp folder near communication board.</li> <li>44. Restrict vehicle movement through camps (&gt;3m away) and ensure unobstructed entry and exit tracks.</li> <li>45. Generators will only be operated, refueled, and maintained by experienced personnel. Check daily. Top-up fuel throughout the day and before bedtime in case of night-time emergency. Only refuel generators using appropriate PPE and only when they have cooled sufficiently (not running for &gt;15min). Use funnel to minimise spills. All spills are to be cleaned-up and bagged immediately and removed from site. Turn off generators and sets of night.</li> <li>48. Turn off gas tanks and stoves when not in use. Check lines and seals daily.</li> <li>49. Check fure extinguishers and fire bainkets daily and ensure ease of accessibility.</li> <li>50. Maintain personal health and clean dises at all times. Wash hands often.</li> <li>51. Maintain cleanliness and hygiene of communal areas. Store garbage &gt;50m away from cooking arraes.</li> <li>52. Daily housekeeping tasks (ice. cooking, cleaning, and maintennece) are to be shared by all camp users.</li> <li>53. Check water supply and quality daily. Do not drink water from local sources.</li> <li>54. Property store perishable food in</li></ul>	is to be stored out-of-sight and locked in vehicles, caravans, or steel boxes. Warning signs or 'Danger: Do Not Access' signs may deter some trespassers. A daytime carer may be employed	
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<ul> <li>43. Continuous identification of hazards and management. Modify camp layout if hazards have developed. Communicate with all camp users. Store written documentation in the camp folder near communication board.</li> <li>44. Restrict vehicle movement through camps (&gt;3m away) and ensure unobstructed entry and exit tracks.</li> <li>45. Generators will only be operated, refuelled, and maintained by experienced personnel. Check daily. Top-up fuel throughout the day and before bedtime in case of night-time emergency. Only refuel generators using appropriate PE and only when they have cooled sufficiently (not running for &gt;15min). Use funnel to minimise spills. All spills are to be cleaned-up and bagged immediately and removed from site. Turn off generator at night.</li> <li>46. Check that fuel is stored in a cleared area away from camp and other flammable materials. Avoid storing in direct, mid-day sun.</li> <li>47. Check RCD, power leads, and electrical connections for exposure to physical damage, water, fire, or tripping.</li> <li>48. Turn off gas tanks and stoves when not in use. Check lines and seals daily.</li> <li>49. Check fire extinguishers and fire blankets daily and ensure ease of accessibility.</li> <li>50. Maintain personal health and cleanliness. Xie down cooking surfaces often.</li> <li>51. Daily housekeeping tasks (ie. cooking, cleaning, and maintenance) are to be shared by all camp users.</li> <li>53. Check water supply and quality daily. Do not drink water from local sources.</li> <li>54. Properly store perishable food in refrigerators and freezers to prevent growth of toxic bacteria. Store non-perishable food in designated bins to deter bugs and wildlife. Food is to be stored separate from camp supplies as chemicals and unhygienic items could contaminate food. Dispose of expired foods. Check daily.</li> <li>55. Ensure all valuable equipment (both company and personal) is to be stored out-of-sight and locked in vehicles, caravans, or steel boxes.&lt;</li></ul>	these meetings are to be kept in the camp folder and delivered to Mount Isa base throughout	
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# Yes/No **RETURN TO BASE** or N/A 62. Unpack all equipment and return to designated areas. Check equipment condition and make repairs and clean as needed. Replenish used items (ie. first aid kits). Recharge batteries. 63. Refuel and wash vehicles. Refill vehicle water tanks. 64. Provide copies of documents such as PASS meeting notes, toolbox notes, and incident reports to safety advisor and communicate issues or improvements to manager and relevant personnel. 65. Back-up field data on the server. 66. Label samples when stored in the shed so they are not lost or disposed. COMMENTS

# **SIGN OFF**

# MIM RESOURCE DEVELOPMENT REPRESENTATIVE

Name:

Date:

Signature:



# RPI DEVELOPMENT APPLICATION SUPPORTING INFORMATION MOUNT ISA MINES LIMITED

Appendix 5 Matters of State Environmental Significance Map



Path: S:\Plans\Project\_Specific\Ardent\MIM001\RTPL\_ARD\_MIM001\_MAP\_0003\_B MSES.aprx

