

Queensland



**QUEENSLAND CEMENT &
LIME COMPANY LIMITED
AGREEMENT ACT 1977**

**QUEENSLAND CEMENT &
LIME AGREEMENTS**

Reprinted as in force on 9 May 2003

This is the reprint current on the repeal date

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the Office of the Queensland Parliamentary Counsel
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Queensland



QUEENSLAND CEMENT & LIME COMPANY LIMITED AGREEMENT ACT 1977

**Reprinted as in force on 9 May 2003
(Act not amended up to this date)**

This is the reprint current on the repeal date

Reprint No. 1A

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Information about this reprint

This Act is reprinted as at 9 May 2003.

This page is specific to this reprint. See previous reprints for information about earlier changes made under the Reprints Act 1992. A table of reprints is included in the endnotes.

Also see endnotes for information about—

- **when provisions commenced**
- **editorial changes made in earlier reprints.**

Dates shown on reprints

Reprints dated at last amendment All reprints produced on or after 1 July 2002, hard copy and electronic, are dated as at the last date of amendment. Previously reprints were dated as at the date of publication. If a hard copy reprint is dated earlier than an electronic version published before 1 July 2002, it means the legislation was not further amended and the reprint date is the commencement of the last amendment.

If the date of a hard copy reprint is the same as the date shown for an electronic version previously published, it merely means that the electronic version was published before the hard copy version. Also, any revised edition of the previously published electronic version will have the same date as that version.

Replacement reprint date If the date of a hard copy reprint is the same as the date shown on another hard copy reprint it means that one is the replacement of the other.

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QUEENSLAND CEMENT & LIME COMPANY LIMITED AGREEMENT ACT 1977

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*Queensland Cement & Lime Company
Limited Agreement Act 1977*

**QUEENSLAND CEMENT & LIME COMPANY
LIMITED AGREEMENT ACT 1977**

[reprinted as in force on 9 May 2003]

An Act with respect to an agreement between the State, the Queensland Cement & Lime Company Limited and Darra Exploration Pty. Ltd. and for purposes incidental thereto and consequent thereon

Short title

1. This Act may be cited as the *Queensland Cement & Lime Company Limited Agreement Act 1977*.

Execution of agreement authorised

2.(1) The Premier is hereby authorised to make, for and on behalf of the State, with the Queensland Cement & Lime Company Limited, a company incorporated in the State and having its registered office at 4 Station Avenue, Darra, Brisbane in the State and Darra Exploration Pty. Ltd., a company incorporated in the State and having its registered office at 4 Station Avenue, Darra, Brisbane in the State, the agreement, a copy of which is set out in the schedule.

(2) The companies particularised in this section with their and each of their successors and permitted assigns are in this Act referred to as “**the companies**”.

(3) The agreement referred to in this section is in this Act referred to as “**the agreement**”.

*Queensland Cement & Lime Company
Limited Agreement Act 1977*

Executed agreement to have force of law

3.(1) Subject to this section, upon the making of the agreement the provisions thereof shall have the force of law as though the agreement were an enactment of this Act.

(2) The Governor in Council shall by proclamation notify the date of the making of the agreement.

(3) Part I, clause 5 of the agreement shall not be construed to restrict the Parliament in making laws that affect the rights and obligations of the parties to the agreement under the agreement.

Proclamations and orders in council

4.(1) Any proclamation or order in council provided for in this Act or in the agreement may be made by the Governor in Council and, in addition, the Governor in Council may from time to time make all such proclamations and orders in council not inconsistent with the agreement or with any agreement varying the agreement as the Governor in Council shall think necessary or expedient to provide for, enable and regulate the carrying out of the provisions of the agreement or any of them.

(2) Any such proclamation or order in council may be revoked or altered by another proclamation or order in council which is not inconsistent with the agreement or with any agreement varying the agreement.

(3) Every such proclamation or order in council shall—

- (a) be published in the gazette;
- (b) upon publication in the gazette be judicially noticed and such publication shall be conclusive evidence of the matters contained therein;
- (c) be laid before the Legislative Assembly within 14 sitting days after such publication if the Legislative Assembly is in session, and if not, then within 14 sitting days after the commencement of the next session.

(4) If the Legislative Assembly passes a resolution of which notice has been given at any time within 14 sitting days after any such proclamation or order in council has been laid before it disallowing such proclamation or

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order in council or any part thereof, that proclamation or order in council or part shall thereupon cease to have effect, but without prejudice to the validity of anything done in the meantime or to the making of a further proclamation or order in council.

THE SCHEDULE

section 2

AN AGREEMENT¹ made the Twentieth day of October 1977 between THE STATE OF QUEENSLAND of the One Part and THE QUEENSLAND CEMENT & LIME COMPANY LIMITED a company duly incorporated in the State of Queensland having its registered office at 4 Station Avenue, Darra, Brisbane in the said State and DARRA EXPLORATION PTY. LTD. a company duly incorporated in the said State having its registered office at 4 Station Avenue, Darra, Brisbane in the said State (hereinafter jointly and severally with their respective successors and assigns called “the companies”) of the Other Part.

WHEREAS:

(a) DARRA EXPLORATION PTY. LTD. is the lessee of certain Mining Leases in the Gladstone District described in Schedule A to this Agreement (hereinafter referred to as “the Mining Leases”);

(b) THE QUEENSLAND CEMENT & LIME COMPANY LIMITED has acquired and is the registered proprietor of certain freehold lands described in Schedule B to this Agreement upon which it is proposed to erect a plant for the production of clinker cement and associated products and materials (hereinafter referred to as “the plant site”);

(c) The companies propose to construct a slurry pipeline or pipelines from Mining Lease No. 700 in the Gladstone District to the plant site for the purpose of transporting limestone and siliceous and argillaceous materials in slurry form and with conditioning additives and/or water between the said Mining Lease and the plant site and seek to acquire a Licence for Pipeline Purposes over the route generally as shown on the map contained in Schedule C;

(d) The companies propose to construct works for the mining treatment

¹ The operative provisions of the agreement are not reprinted in this reprint. They are reprinted as part of the reprint of the Queensland Cement & Lime Company Limited Agreement, which is bound with this reprint.

THE SCHEDULE (continued)

and processing of limestone and siliceous and argillaceous materials with an initial rated capacity for the production of 500 000 tonnes of clinker per annum and for the shipment of large tonnages of clinker cement and associated products and materials;

(e) For such purposes it is proposed to have constructed:

- (i) A causeway and wharf connected with the plant site and to carry out dredging operations in the vicinity of such wharf to enable ships of 25 000 d.w.t. to berth thereat;
- (ii) Such necessary pipelines and facilities as are required to provide water in connection with the mining operations and the plant site operation;
- (iii) Roads as provided for in Part III of this Agreement;
- (iv) A pipeline or pipelines from Mining Lease No. 700 in the Gladstone District to the plant site to carry limestone and siliceous and argillaceous materials in slurry form and with conditioning additives and/or water; and
- (v) Such necessary power lines and facilities as are required to provide power in connection with the mining and the plant site operations;

(f) It is in the interests of the State that the limestone deposits should be developed by a large scale operation and the State is satisfied that large capital expenditure is necessary to ensure that such deposits are efficiently and economically developed;

(g) It is desirable that in consideration of the companies entering into obligations on their part hereinafter set out the companies should be granted the rights titles and privileges hereinafter mentioned.

NOW THEREFORE IT IS HEREBY AGREED as follows:

*Queensland Cement & Lime Company
Limited Agreement Act 1977*

THE SCHEDULE (continued)

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first hereinbefore written.

GIVEN under the Corporate Seal of the Shire of Calliope and signed by the Chairman and the Clerk of the Council in the presence of:

GIVEN under the Common Seal of THE QUEENSLAND CEMENT & LIME COMPANY LIMITED by authority of a resolution of the Board of Directors in the presence of a Director and the Secretary of the Company.

GIVEN under the Common Seal of DARRA EXPLORATION PTY. LTD. by authority of a resolution of the Board of Directors in the presence of a Director and the Secretary of the Company.

*Queensland Cement & Lime Company
Limited Agreement Act 1977*

THE SCHEDULE (continued)

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first hereinbefore written.

SIGNED by THE HONOURABLE
JOHANNES BJELKE-PETERSEN Premier of
Queensland for and on behalf of the State of
Queensland in the presence of

S. Schubert

SIGNED AND SEALED under the Common
Seal of THE QUEENSLAND CEMENT &
LIME COMPANY LIMITED by authority of a
resolution of the board of Directors in the presence
of Hugh Stewart CAMERON a Director and
William Stanley MORRISON the Secretary of the
Company

SIGNED AND SEALED under the Common
Seal of DARRA EXPLORATION PTY. LTD. by
authority of a resolution of the Board of Directors
in the presence of Hugh Stewart CAMERON a
Director and William Stanley MORRISON the
Secretary of the Company

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2 Date to which amendments incorporated

This is the reprint date mentioned in the Reprints Act 1992, section 5(c). However, no amendments have commenced operation on or before that day.

3 Key

Key to abbreviations in list of legislation and annotations

AIA	=	Acts Interpretation Act 1954	(prev)	=	previously
amd	=	amended	proc	=	proclamation
ch	=	chapter	prov	=	provision
def	=	definition	pt	=	part
div	=	division	pubd	=	published
exp	=	expires/expired	R[X]	=	Reprint No.[X]
gaz	=	gazette	RA	=	Reprints Act 1992
hdg	=	heading	reloc	=	relocated
ins	=	inserted	renum	=	renumbered
lap	=	lapsed	rep	=	repealed
notfd	=	notified	rv	=	revised edition
om	=	omitted	s	=	section
o in c	=	order in council	sch	=	schedule
p	=	page	sdiv	=	subdivision
para	=	paragraph	SIA	=	Statutory Instruments Act 1992
prec	=	preceding	SL	=	subordinate legislation
pres	=	present	sub	=	substituted
prev	=	previous	unnum	=	unnumbered

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4 Table of reprints

Reprints are issued for both future and past effective dates. For the most up-to-date table of earlier reprints, see the reprint with the latest effective date.

If a reprint number includes a letter of the alphabet, the reprint was released in unauthorised, electronic form only.

TABLE OF REPRINTS

Reprint No.	Amendments included	Reprint date
1	none	30 May 1996

5 Tables in earlier reprints

TABLES IN EARLIER REPRINTS

Name of table	Reprint No.
Obsolete and redundant provisions	1
Renumbered provisions	1

6 List of legislation

Queensland Cement & Lime Company Limited Agreement Act 1977 No. 53
 date of assent 7 October 1977
 commenced on date of assent
 rep 9 May 2003 (2003 No. 19 s 4(1))

Queensland



Queensland Cement & Lime Company Limited Agreement Act 1977

QUEENSLAND CEMENT & LIME COMPANY LIMITED AGREEMENT 1977

Reprinted as in force on 9 May 2003

Reprint No. 1A

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Information about this reprint

This agreement is reprinted as at 9 May 2003.

See endnotes for information about when provisions commenced.

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Limited Agreement 1977*

**QUEENSLAND CEMENT & LIME COMPANY
LIMITED AGREEMENT 1977**

[This is a reprint of the Queensland Cement & Lime Company Limited Agreement given the force of law as if it were an enactment of the Queensland Cement & Lime Company Limited Agreement Act 1977.²]

1. This Agreement³ shall be divided into Parts as follows:

PART I—PRELIMINARY

PART II—PROVISIONS RELATING TO TREATMENT AND PROCESSING PLANT AND LICENCE FOR PIPELINE PURPOSES AND THE CONSTRUCTION OF A SLURRY PIPELINE AND WORKS INCIDENTAL THERETO

PART III—PROVISIONS RELATING TO CONSTRUCTION OF THE ROADS AND WORKS INCIDENTAL THERETO

PART IV—PROVISIONS RELATING TO THE HARBOUR AND WORKS INCIDENTAL THERETO

PART V—PROVISIONS RELATING TO THE SUPPLY OF WATER FOR AND IN CONNECTION WITH MINING, TREATMENT PROCESSING AND OTHER OPERATIONS

PART VI—PROVISIONS RELATING TO THE SUPPLY OF ELECTRICITY IN CONNECTION WITH MINING, TREATMENT PROCESSING AND OTHER OPERATIONS

PART VII—GENERAL

² See the Act, section 3.

³ The non-operative provisions of the agreement are not reprinted in this reprint. They are reprinted as part of the reprint of the Queensland Cement & Lime Company Limited Agreement Act 1977, which is bound with this reprint.

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PART I—PRELIMINARY

2. (1) In this Agreement unless the context otherwise requires the general terms following shall have the meanings respectively assigned to them—

“**the Act**” means the *Queensland Cement & Lime Company Limited Agreement Act 1977*;

“**Co-ordinator-General**” means the corporation sole constituted under section 8A of *The State Development and Public Works Organisation Act of 1938*, as subsequently amended, and preserved, continued in existence and constituted under section 11 of the *State and Regional Planning and Development, Public Works Organization and Environmental Control Act 1971–1974*;

“**Electricity Authority**” means The Queensland Electricity Generating Board, any Electricity Board, and any other authority, person or body determined by the Electricity Act to be an Electricity Authority;

“**Electricity Board**” means the Capricornia Electricity Board being an Electricity Board duly constituted under the Electricity Act;

“**Electricity Act**” means the *Electricity Act 1976*;

“**Harbours Act**” means the *Harbours Act 1955–1976*;

“**Harbour Board**” means the Gladstone Harbour Board being a Board duly constituted under the Harbours Act;

“**Harbour Facilities**” means the Harbour Facilities to be provided pursuant to this Agreement and being;

- (a) A wharf capable of having installed thereon a bulk ship loader and adequate in all respects to allow usage by bulk carriers of 25 000 d.w.t. capacity;
- (b) A causeway and jetty adequate to allow for the provision between the wharf and the plant site of a single vehicular traffic lane and a belt conveyor system; and
- (c) A dredged approach channel to the wharf with a least depth of 8 metres Low Water Ordinary Spring Tide (L.W.O.S.T.), a dredged area at the wharf with a least depth of 10 metres Low

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Water Ordinary Spring Tide (L.W.O.S.T.) and a swinging basin at the wharf of such dimensions which are in the opinion of the Harbour Board sufficient to meet the requirements of the shipping using the said wharf;

“**Land Act**” means the *Land Act* 1962–1975;

“**Local Government Act**” means the *Local Government Act* 1936–1977;

“**Local Authority**” means a Local Authority constituted under the *Local Government Act* 1936–1977: the term in relation to any functions of local government under the *Local Government Act* 1936–1977, or any of the powers and duties conferred upon Local Authorities under any other Act, also includes a Joint Local Authority constituted under the *Local Government Act* 1936–1977 in respect thereto;

“**Mining Act**” means the *Mining Act* 1968–1976 and Regulations;

“**Mines Regulation Act**” means the *Mines Regulation Act* 1964–1968 and Regulations;

“**Minister**” means in relation to Parts I, V and VII hereof the Premier of Queensland and in relation to each of the other Parts the Minister designated in that Part;

“**Project**” means:

- (a) the establishment of a mine or mines and supporting facilities for the mining of limestone and argillaceous materials from the Mining Leases and silica from the land the subject of Application for Mining Lease Number 712 in the Gladstone District or any application in substitution thereof;
- (b) the construction and maintenance of a pipeline or pipelines to carry limestone and siliceous and argillaceous materials in slurry form and with conditioning additives and/or water between Mining Lease Number 700 in the Gladstone District and the treatment and processing plant to be constructed at the plant site;
- (c) the construction and maintenance of a treatment and processing plant at the plant site for the production of clinker cement and associated products and materials;
- (d) the construction and maintenance of the Harbour Facilities and

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materials handling facilities connected with and adjacent to the plant site; and

- (e) all works necessary for and incidental to the carrying out of the foregoing;

“**State**” means the State of Queensland;

“**State Electricity Commission of Queensland**” means the Corporation sole constituted under the Electricity Act;

“**Tribunal**” means the Tribunal as constituted in accordance with Clause 6 of Part VII hereof;

“**Water Board**” means the Gladstone Area Water Board being a Project Board duly established pursuant to the provisions of the *State and Regional Planning and Development, Public Works Organization and Environmental Control Act 1971–1974*;

“**Works**” means and includes the mines treatment and processing plant port jetties wharves harbour facilities roads pipelines drains dams diversion weirs spillways water facilities pumping and ancillary works power lines railways haulage ways houses buildings machinery engines vehicles apparatus stock chattels and all such other matters and things of any nature whatsoever as are required for the purpose of this Agreement and the business of the companies pursuant to this Agreement.

(2) The singular includes the plural and the plural includes the singular.

(3) Any reference to any Act or Acts shall include that Act or those Acts and any Act amending or in substitution thereof.

3. The making of this Agreement is authorised by the Parliament of the State of Queensland expressed in an Act entitled the *Queensland Cement & Lime Company Limited Agreement Act 1977*.

4. The State shall exempt from stamp duty or similar duty:

- (i) This Agreement and copies thereof;
- (ii) Any contract entered into by the companies for the purposes of

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Limited Agreement 1977*

this Agreement or any document ancillary to such contract or in implementation thereof where the other party to such contract or such document is the State, a State Corporation or State Instrumentality and any copies of such documents;

- (iii) The relevant portion of documents in respect of funds borrowed for expenditure on community infrastructure not specifically only for the companies' purposes and copies thereof.

5. This Agreement may be varied pursuant to agreement between the Minister and the companies with the approval of the Governor in Council by Order in Council and after consultation by the companies with the relevant State Authorities, State Corporations or State Instrumentalities which for the purposes of this Clause shall include Local Authorities, the Harbour Board, the Water Board, and the Electricity Board.

6. The companies shall on or before the thirty-first day of December 1978 submit evidence in writing to the Minister which is satisfactory to the Minister that they have arranged finance on terms satisfactory to them sufficient to carry out the Project and their obligations under this Agreement PROVIDED that should such evidence in writing not be submitted to the Minister on or before the thirty-first day of December 1978 then this Agreement shall lapse and be of no further force and effect PROVIDED that any cost incurred by the State or any State Corporation or State Instrumentality which for the purposes of this Clause shall include Local Authorities, the Harbour Board, the Water Board and the Electricity Board which is expressly authorised in writing by the companies may be recoverable from the companies by the State, State Corporation or State Instrumentality incurring such cost.

7. This Agreement shall terminate on the thirty-first day of July, 1997 or the date of expiration termination or surrender of the Mining Leases whichever is the earlier.

**PART II—PROVISIONS RELATING TO
TREATMENT AND PROCESSING PLANT AND
LICENCE FOR PIPELINE PURPOSES AND THE
CONSTRUCTION OF A SLURRY PIPELINE AND
WORKS INCIDENTAL THERETO**

1. The State shall forthwith upon written request by the companies cause to be issued to the companies a licence under the Mining Act (provided that the provisions of Section 48 of the Mining Act shall not apply) to convey limestone and siliceous and argillaceous materials in slurry form and with conditioning additives and/or water by means of a pipeline or pipelines to be constructed by the companies over the route generally as shown in the map contained in Schedule C hereto being 20 metres in width which pipeline or pipelines shall be laid approximately one metre under the surface of the ground unless otherwise approved or directed by the Minister for Mines and Energy (hereinafter in this Part called “the Minister”) and for the purpose of constructing and maintaining such pipeline or pipelines from time to time to bring upon the land the subject of such licence and subsequently remove all apparatus plant materials machinery tools and other articles the companies may consider desirable or expedient for the purpose of constructing and maintaining such pipeline or pipelines. Except as provided otherwise in this Agreement, the licence shall be subject to the provisions of the Mining Act and Mines Regulation Act.

2. The following conditions shall apply unless and until such conditions are varied by the Governor in Council pursuant to Section 49 of the Mining Act:

- (a) Except as herein provided the companies shall have free and uninterrupted right and liberty at all times and from time to time with or without assistants vehicles apparatus and equipment as reasonably deemed necessary
 - (i) to construct a pipeline or pipelines and any structure reasonably required in connection therewith at such time or times as they deem expedient and to inspect test operate maintain repair alter add to replace or remove the pipeline or

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- pipelines; and
- (ii) to enter upon and to go pass and repass over and along the land the subject of the pipeline licence and shall have the right to enter upon and under the land the subject of the pipeline licence; and
 - (iii) to open and break up the soil of the land the subject of the pipeline licence or any part thereof as well the sub-surface as the surface thereof; and
 - (iv) to bring and place in and upon the land the subject of the pipeline licence and remove such apparatus plant materials machinery tools and other articles as the companies may reasonably consider desirable or expedient; and
 - (v) to do such other things on the land the subject of the pipeline licence as deemed necessary to construct inspect test operate maintain repair alter add to replace and remove the pipeline or pipelines; and
 - (vi) to enter upon and pass over the land which it is necessary to pass over to gain entry to land the subject of the pipeline licence after advising the property owner.
- (b) That the companies may clear the land the subject of the pipeline licence and cut and remove timber trees undergrowth crops and fences. If the companies shall remove any part of a fence crossing the land the subject of the pipeline licence as soon as possible thereafter and prior to the commencement of the construction of the pipeline the companies shall replace such part so removed with a lockable gate unless it shall be impracticable so to do. The companies shall maintain each such gate during the construction of the pipeline and during the term of the pipeline licence.
- (c) Notwithstanding any rule of law or equity to the contrary that the pipeline or pipelines and all communications and power systems (including pole lines) drips valves fittings meters connections and all other equipment and appurtenances whether or not similar to the foregoing brought on to laid constructed or erected upon or buried in or under the land the subject of the pipeline licence by

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the companies shall at all times remain the property of the companies notwithstanding that the same may be annexed or affixed to the land the subject of the pipeline licence and that the same or any part thereof may at any time and from time to time be removed in whole or in part by the companies.

- (d) That upon the discontinuance of the use of the land the subject of the pipeline licence by the companies and of the exercise by the companies of the rights hereby granted to them the companies shall remove the pipeline equipment appurtenances and poles above the ground surface and will restore the land the subject of the pipeline licence to the same unimproved condition so far as it is practicable so to do as the land use adjacent to it at the time of discontinuance of the use of the land the subject of the pipeline licence but the companies may at their option leave undisturbed the pipeline or pipelines or any part thereof or any of the equipment and appurtenances thereof or which occurs below the ground subject to the approval of the Minister.
- (e) That the companies shall at all times hereafter exercise the rights and privileges hereby granted in a proper and workmanlike manner and so as to cause as little inconvenience as practicable and do as little damage as practicable to the land the subject of the pipeline licence and the land which it is necessary to pass over to gain entry to the land the subject of the pipeline licence.
- (f) That the companies shall as soon as weather and soil conditions permit and insofar as it is practicable so to do bury and maintain all pipelines so as not to interfere unreasonably with the drainage of the land the subject of the pipeline licence or where practicable the ordinary cultivation thereof.
- (g) That the companies shall during construction of the pipeline maintain existing access routes and construct temporary crossings as necessary.
- (h) That the companies shall construct and maintain a permanent crossing where above ground sections of the pipeline cross existing access routes.
- (i) That the companies where the pipeline is to be constructed near or

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under electricity supply works

- (i) shall not cause any plant machinery materials equipment or persons to approach an electric power transmission line within the limits prescribed in Regulation 38 of the Electricity Regulations 1977 or such other limit prescribed by the State Electricity Commission;
- (ii) shall not erect any temporary or permanent structures within a distance of five (5) metres of any facility, equipment or structure or within five (5) metres from the centreline of any electric power transmission line the property of any Electricity Authority;
- (iii) shall cause all of the works pursuant to the licence to be carried out in such manner and effect so as not to cause injury or disturbance to plant, equipment or structures the property of any Electricity Authority or to the ground within five (5) metres from any such plant, equipment or structure;
- (iv) shall at all times take such measures as to ensure that works pursuant to the licence shall not interfere with the free and uninterrupted access to and passage along easements for electric power transmission lines by employees of an Electricity Authority with or without assistants vehicles machinery or equipment;
- (v) shall not cause to be operated any movable plant or machinery upon any easement for an electric power transmission line other than for passage across the easement without the prior approval of the Electricity Authority which approval shall be sought at least fourteen (14) days prior to the date when such operations are proposed to be commenced;
- (vi) shall at all times be held liable for any damage to land equipment plant structures and any other property of an Electricity Authority caused by or incidental to works of the companies or agents of the companies;
- (vii) shall in respect of works on any easement for an electric power transmission line and without limiting the liability of

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the companies have notice of and put into effect the instructions of any Safety Observer nominated by an Electricity Authority.

- (j) That the companies where the pipeline is or is to be constructed near a pipeline or work constructed by the Water Board in accordance with the provisions of Part V hereof
- (i) shall not without the prior consent in writing by the Water Board which shall not unreasonably be withheld erect any temporary or permanent structures within a distance of five (5) metres of any pipeline facility equipment works or structure or within five (5) metres from the centreline of such pipeline the property of the Water Board;
 - (ii) shall cause all of the works pursuant to the licence to be carried out in such a manner and effect so as not to cause injury or disturbance to any pipeline facility equipment works or structure the property of the Water Board or without prior consent in writing by the Water Board which shall not unreasonably be withheld to the ground within five (5) metres from any such pipeline facility equipment works or structure;
 - (iii) shall at all times take such measures as to ensure that works pursuant to the licence shall not interfere with the free and uninterrupted access to and passage along the land adjacent to the pipeline the property of the Water Board by employees of the Water Board with or without assistants vehicles machinery or equipment;
 - (iv) shall at all times be held liable for any damage to land pipeline facilities equipment works or structure and any other property of the Water Board caused by or incidental to works of the companies or agents of the companies.
- (k)—
- (i) That the companies shall, before the commencement of construction of a pipeline lodge with the Minister security to the value of \$100,000 to be held by the Minister as security against the liability to pay damages for injury to any person

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or property or unnecessary interference with any property caused by anything done or omitted under the authority of the licence and as security against expenses incurred by any person (other than the applicant or as the case may be holder or any person claiming authority under the licence through or under either of them) with a view to remedying any breach of the terms or conditions of the licence;

- (ii) Such security may be in the form of cash or a guarantee or indemnity in the form approved by the Crown Solicitor and by a bank or insurance company approved by the Minister.
- (l) In the event of a breach of any of the terms or conditions of the licence the companies shall forfeit and pay to the Crown a penalty not exceeding TWO THOUSAND DOLLARS (\$2,000.00) per day for each day on which the breach continues or occurs and in such a case should a breach of any term or condition of the licence occur the Minister may by action in the Warden's Court recover from the holder of the licence as a debt due to the Crown an amount calculated at the aforesaid rate or such lesser amount as the Minister may in a particular case deem just.

3. If the companies for any reason find it necessary or expedient to depart from the route for the pipeline or pipelines indicated in Schedule C hereto the companies after notifying the property owners and the Local Authority concerned of the variation may subject to obtaining the prior consent in writing of the Minister alter or vary such route.

4. Notwithstanding that any part of the land over or through which the pipeline shall pass is the subject of an Authority to Prospect or a mining tenement the licence for pipeline purposes hereby granted shall apply any statute order by-law or agreement to the contrary notwithstanding.

5. Notwithstanding that any Authority to Prospect or mining tenement may at any time be held by any person over the plant site or any part thereof the companies shall have the right to use the plant site and construct thereon a processing plant and such works as it deems necessary or desirable for the

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purposes of the Project and to locate the same in such position on the plant site as it deems expedient and the State shall procure that the holder of any such Authority to Prospect or mining tenement shall not be permitted to drill mine or otherwise occupy any part of the plant site under the authority of such Authority to Prospect or mining tenement or to prevent or hinder the construction of the pipeline or pipelines hereinbefore referred to over any land included in any such Authority to Prospect or mining tenement.

**PART III—PROVISIONS RELATING TO
CONSTRUCTION OF THE ROADS AND WORKS
INCIDENTAL THERETO**

1. In this Part unless the context otherwise requires the several terms following shall have the meanings respectively assigned to them—

“**Corporation**” shall mean the Minister for Industrial Development of Queensland being a Corporation sole constituted under the provisions of the *Industrial Development Act 1963–1976*;

“**Minister**” shall mean the Minister for the Crown for the time being charged with the administration of the Main Roads Act;

“**Main Roads Act**” means the *Main Roads Act 1920–1976*;

“**Commissioner**” means the Commissioner of Main Roads appointed under the Main Roads Act.

2. For the purposes of this Agreement the roads deemed necessary to the Project shall be:

- (1) A road and bridges across the Calliope River and its Anabranch linking Clinton Industrial Estate and the plant site;
- (2) The Calliope Shire Council Road between the Bruce Highway and Mining Lease No. 700 in the Gladstone District;

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- (3) The Bruce Highway (Calliope River) to Yarwun declared Secondary Road and the Yarwun to Boat Creek Calliope Shire Council Road.

3. (1) With respect to the road and bridges referred to in Clause 2 (1) the Corporation shall subject to the provisions of this Clause design and construct a two lane road and bridges in accordance with Main Roads Department requirements for location design and construction including appropriate specifications for materials and construction processes:—

- (a) The road commencing from a point so as to form a continuation of an existing road known as Hanson Road (near the south bank of the Calliope River adjacent to the northern boundary of the Gladstone Power Station) to the plant site (with respect to this Clause works contained in this paragraph are hereinafter called the “road”);
- (b) One of such bridges and approaches thereto across the Calliope River in the vicinity of the Gladstone Power Station;
- (c) The other bridge and approaches thereto across the Anabranche of the Calliope River.

(With respect to this Clause the works contained in paragraphs (b) and (c) of this Sub-Clause are hereinafter called the “other works”).

(2)—

- (i) Prior to commencement of necessary action by the Corporation pursuant to Sub-Clause (3) of this Clause the companies shall lodge security to the value of FOUR HUNDRED THOUSAND DOLLARS (\$400,000) with the Corporation as security for the performance by the companies of their obligations under this Clause and may at the discretion of the Corporation be applied towards the settling of claims by contractors at the conclusion or termination (whichever the case may be) of contracts entered into by the Corporation in accordance with this Clause.
- (ii) Such security may be in the form of cash or a guarantee or indemnity in a form approved by the Crown Solicitor and by a

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bank or insurance company approved by the Corporation.

(3) Upon receipt of the security provided for in Sub-Clause (2) (i) of this Clause the Corporation shall take the necessary action with respect to design engineering planning studies surveys acquisition of land preparation of tenders and all other matters which shall permit construction of the road and other works.

(4) The costs of such action and of construction shall be borne by the Corporation and the companies as herein provided.

(5) Notwithstanding the provisions of Sub-Clause (6) hereof the Corporation shall in its absolute discretion select the appropriate route of the road and other works.

(6)—

(a) The Corporation shall consult with the Gladstone City Council Calliope Shire Council the Commissioner and the companies on surveys design location of route engineering studies preparation of tenders and other associated matters with respect to the road and other works;

(b) The Corporation shall submit copies of documents prepared pursuant to paragraph (a) of this Sub-Clause to the companies the Gladstone City Council the Calliope Shire Council and the Commissioner.

(7) The Corporation shall use its best endeavours to have construction of the road and other works completed within two years after lodgement of the security in accordance with Sub-Clause (2) (i) of this Clause.

(8) The companies shall have the right to examine any part of the construction of the road and other works during such construction.

(9) Any additional work on the road and other works requested by the companies which is at variance with the design criteria approved by the Corporation shall subject to the Corporation approving such work be at the sole cost of the companies.

(10) Any additional work on the road and other works requested by a Local Authority or the Commissioner which is at variance with the design criteria approved by the Corporation shall subject to the Corporation approving such work be at the sole cost of the Local Authority or

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Commissioner as the case may be.

(11) If the companies repudiate by any act or omission their obligations under this Clause or otherwise fail to perform any of their obligations hereunder relating to the road and other works then the Corporation may without prejudice to any other rights and remedies the Corporation may have under this Clause or otherwise terminate any contract entered into by the Corporation pursuant to this Clause and the security held by the Corporation pursuant to Sub-Clause (2) of this Clause shall be forfeited.

(12) The Corporation at its discretion may admit traffic on the road and other works prior to the completion of the road and other works.

(13) The Corporation shall arrange for the road and other works to be dedicated as a public road. The Corporation shall use its best endeavours to give the Gladstone City Council and the Calliope Shire Council two (2) months notice of the date of such dedication.

(14) Within their respective Local Authority areas, maintenance and control of the road and other works after the date of dedication thereof shall be the responsibility of the Gladstone City Council and the Calliope Shire Council (as the case may be) until such time that the road and other works or sections thereof be declared under the Main Roads Act as a Main Road.

(15)—

- (a) The Corporation shall pay one half ($1/2$) of the total capital cost of designing and constructing the road and other works PROVIDED THAT the Corporation's contribution shall not exceed the sum of TWO MILLION DOLLARS (\$2,000,000.00) AND PROVIDED FURTHER THAT should such total capital cost exceed the sum of FOUR MILLION DOLLARS (\$4,000,000.00) such sum as exceeds the sum of FOUR MILLION DOLLARS (\$4,000,000.00) shall be payable by the companies.
- (b) For the purposes of paragraph (a) of Sub-Clause (15) and Sub-Clause (16) of this Clause the capital cost shall include the following:
 - (i) the actual cost of fees of consultants and professional advisers including survey design and engineering costs together with ancillary charges incurred by the Corporation

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in the performance and supervision of the construction of the road and other works;

- (ii) the actual cost of materials labour freight handling charges and storage of materials and equipment required for the construction of the road and other works;
- (iii) the actual contractors and subcontractors costs.

(16)—

- (a) Contracts entered into by the Corporation which the Corporation shall in its sole discretion determine to be major contracts shall provide for such contractors to submit claims to both the Corporation and the companies.
- (b) Costs of fees of consultants professional advisers contracts other than those referred to in paragraph (a) of this Sub-Clause and other ancillary charges shall be submitted to the Corporation.

(c)—

- (i) The Corporation shall on the first day of each month or so near thereafter as shall be practical forward to the companies an estimate of such portion of the capital cost which the Corporation anticipates shall be payable by it during such month.
- (ii) The companies shall pay to the Corporation their contribution in respect of the amount of such estimate on or before the fifteenth day of such month.
- (iii) The Corporation shall subject to Sub-Clause (15) (a) of this Clause pay such claims as shall have been approved by the Corporation.

(d)—

- (i) On the first day of each month or so near thereafter as shall be practical the Corporation shall submit to the companies a certificate as to such portion of the capital cost which the Corporation has paid during the preceeding month and shall furnish to the companies statements in support thereof and shall advise the companies of the contribution of the

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companies in respect thereof.

- (ii) The companies shall pay to the Corporation the amount of the companies' contribution referred to in paragraph (d) (i) hereof less such amount as shall have previously been paid by the companies to the Corporation during such month in respect of the capital costs in accordance with paragraph (c) (ii) hereof.
- (iii) If the amount previously paid during such month by the companies to the Corporation in accordance with paragraph (c) (ii) hereof shall exceed the amount referred to in paragraph (d) (i) hereof the Corporation after consultation with the companies shall refund to the companies such excess or shall reduce the next amount payable by the companies in accordance with paragraph (c) (i) hereof by an equivalent sum.

(17)—

- (a) When in the opinion of the Corporation the cost of completion of contracts for the road and other works is approximately the value of the security held by the Corporation pursuant to Sub-Clause (2) of this Clause the Corporation after consultation with the companies may use the said security to pay monies payable under contracts for the road and other works.
- (b) Should the security held by the Corporation pursuant to Sub-Clause (2) of this Clause not be used to pay monies payable under contracts for the road and other works the amount of the security including interest (if any) in excess of the estimated cost of completion of contracts for the road and other works may from time to time be reduced or refunded.
- (c) Upon the completion of the construction of the road and other works the amount of the cost of the road and other works either owing by the companies to the Corporation or by the Corporation to the companies (including security and interest thereon (if any)) shall be paid within four (4) weeks of the completion of the maintenance period for the last completed contract for the road and other works entered into pursuant to this Clause.

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4. (1) The flood prone section of the Calliope Shire Council Road between the Bruce Highway and Mining Lease No. 700 in the Gladstone District adjacent to Wilmott Lagoon shall be raised and strengthened by the Council in, accordance with design and construction practice of the Calliope Shire Council. The works contained in Clause 4 (1) are hereinafter in this Clause called the “raising and strengthening”.

(2) The State shall approve of an application for loan borrowings by the Calliope Shire Council in accordance with the provisions of the Agreement set out in Schedule D to be expended on the raising and strengthening.

(3) It shall be an obligation of the companies under this Agreement that the companies shall carry out their responsibilities and obligations as defined in the Agreement entered into between the Calliope Shire Council and the companies bearing date the thirtieth day of September 1977 and set out in Schedule D including the payment of 91.05% of the cost of amortization of loan monies borrowed by the Calliope Shire Council for the raising and strengthening.

5. (1) It is acknowledged that the Bruce Highway (Calliope River) to Yarwun declared Secondary Road and the Yarwun to Boat Creek Calliope Shire Council Road shall be used by the companies temporarily pending completion of the road referred to in Clause 2 (1) hereof and that capital works (including but not limited to upgrading of bridges) on sections of such roads inadequate to carry continuous heavy traffic and regular maintenance are required. Capital works as recommended by the Calliope Shire Council and as approved by the Commissioner on sections of such roads shall together with regular maintenance be undertaken. The capital works and maintenance referred to in this Clause are hereinafter in this Clause called “capital works and maintenance”.

(2) The companies shall when requested by the Commissioner supply to the Commissioner the proposed construction programme at the plant site including such other reports and relevant information to support the said programme. Should the proposed construction programme be materially altered the companies shall forthwith advise the Commissioner of such alterations. In determining the annual programme for capital works and maintenance the Commissioner shall give due regard to the companies proposed construction programme at the plant site.

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(3) Upon receipt of the construction, programme the Commissioner shall after consultation with the companies and the Calliope Shire Council prepare a programme of capital works and maintenance and the Commissioner shall with all due despatch proceed to arrange for the capital works and maintenance to be undertaken having regard to the proposed programme of construction submitted by the companies pursuant to Sub-Clause (2) of this Clause PROVIDED THAT the cost of capital works contained in such programme shall be limited to THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) and the cost of maintenance contained in such programme shall be limited to SIXTY-TWO THOUSAND DOLLARS (\$62,000.00) per annum being the period 1st July to the next succeeding 30th June PROVIDED FURTHER THAT the Commissioner shall use his best endeavours to reduce such cost having regard to the temporary use to be made by the companies of the said roads.

(4) Notwithstanding the provisions of Clause 5 (3) hereof, the Commissioner shall at his absolute discretion design and construct and supervise the capital works and arrange the maintenance.

(5) The cost of the capital works and maintenance shall be met by the companies and shall be paid to the Commissioner in accordance with Clause 5 (6) hereof.

(6)—

- (i) The companies shall prior to the commencement of such work and when requested by the Commissioner pay to the Commissioner an advance of \$60,000 and expenditure incurred by the Commissioner shall be debited against such advance. The Commissioner shall forward accounts to the companies who shall maintain such advance at the level of \$60,000 or such lesser amount as the Commissioner may approve. The Commissioner shall pay the unexpended portion of such advances to the companies when the companies' liability in respect of this work has ceased.
- (ii) The cost of the aforesaid maintenance shall be paid by the companies to the Commissioner during the period from when the companies commence to use the said road for the purposes of transport to the plant site until the companies commence to use the road referred to in Clause 2 (1) hereof for such purpose and if

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such period does not constitute an exact number of years then unless the companies and the Commissioner shall otherwise agree the companies shall pay such part of the annual maintenance cost that has been expended by the Commissioner for that part of the year during which the companies' use as aforesaid the road referred to in Clause 5 (1) hereof.

(7) For the purposes of this Clause the cost of the capital works and maintenance shall include the actual cost of fees of consultants and professional advisers including survey design and engineering costs and the cost of construction of the capital works (including the Commissioners normal on-cost charges) the cost of maintenance and the cost of removal of temporary works and restoration.

(8) The companies may examine and inspect the capital works and maintenance.

(9) The Commissioner shall provide or make available for inspection copies of design survey tender plans and other documents associated with the capital works and maintenance to the companies and the Calliope Shire Council.

(10) On the termination of the obligations of the companies for the capital works and maintenance maintenance of the roads defined in Clause 5 (1) shall become the responsibility of the Commissioner and the Calliope Shire Council as the case may be in accordance with the Main Roads Act and the Local Government Act.

PART IV—PROVISIONS RELATING TO THE HARBOUR AND WORKS INCIDENTAL THERETO

1. In this Part unless the context otherwise requires the several terms following shall have the meanings respectively assigned to them—

“**Clinker**” means the product obtained by intimately grinding limestone and siliceous and argillaceous materials burning at high temperatures and subsequent cooling;

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“**Cement**” means Clinker ground with set control additive to a fine powder;

“**Minister**” means the Minister for the Crown for the time being charged with the administration of the Harbours Act or the Queensland Marine Act (as the case may be);

“**Queensland Marine Act**” means the *Queensland Marine Act* 1958–1975.

2. Subject at all times to the approvals provided by the Harbours Act the State shall require the Harbour Board to enter into negotiations with the companies to form an Agreement (such Agreement being hereinafter referred to as the Supplemental Agreement) concerning the provision of Harbour Facilities in Gladstone Harbour to enable the companies to ship Clinker Cement and other associated goods products and materials and to unload the companies’ stores fuel materials and equipment

3. (1) The Supplemental Agreement required to be entered into between the Harbour Board and the companies shall provide for the financing construction ownership use maintenance and operation of the Harbour Facilities in Gladstone Harbour;

(2) The Supplemental Agreement shall contain conditions pursuant to which:

- (i) the companies shall design a jetty and wharf and submit such design together with all necessary plans and specifications for the approval of the Harbour Board;
- (ii) the Harbour Board shall design the causeway;
- (iii) the Harbour Board shall construct or cause to be constructed the Harbour Facilities;
- (iv) the companies shall be the operators of such Harbour Facilities with respect to the berthing loading and unloading of vessels.

4. The State shall approve an application by the Harbour Board for loan borrowings not to exceed the sum of THREE MILLION DOLLARS (\$3,000,000) for a term of years concurrent to the term of the Supplemental

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Agreement to be expended on—

- (a) dredging works which shall include an approach channel to the wharf, a berth area and a swinging basin at the wharf; and
- (b) construction or part construction of the causeway.

5. (1) Subject to the terms and conditions of the Supplemental Agreement the companies shall lodge with the Harbour Board a security deposit for the due performance by the companies of their obligations and undertakings;

(2) The Harbour Board may apply such security deposit towards the capital cost of providing the wharf and jetty;

(3) The terms and conditions pursuant to which the companies shall qualify for a refund of such security deposit shall be as provided in the Supplemental Agreement.

6. (1) The provisions of this Part shall not apply to any further harbour construction or further harbour works or any extension to the Harbour Facilities to be constructed for general use or for use by any user or users other than the companies and no such further harbour construction or further harbour works or extension to Harbour Facilities shall prejudice the operation of the companies in their use of the Harbour Facilities.

(2) The provisions of this Part and of the Supplemental Agreement shall apply to any further harbour construction or further harbour works or any extension to the Harbour Facilities to be constructed pursuant to this Agreement and the Supplemental Agreement if such construction or further harbour works or extension is carried out during the term of the Supplemental Agreement for use by the companies.

7. Subject to the provisions of this Agreement the provisions of the Harbours Act and the Queensland Marine Act shall apply to Gladstone Harbour the Harbour Board and the activities of the companies but in so far as there shall be any conflict between the provisions of this Agreement and those Acts the provisions of this Agreement shall prevail.

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8. The State shall provide and maintain a pilot service pursuant to the Queensland Marine Act for the berthing and departure of vessels used in the carriage of the companies' goods not later than the date upon which the companies commence to operate the Harbour Facilities.

9. The companies shall arrange at no cost to the State or the Harbour Board for the provision of tug and line boat services for vessels used in the carriage of the companies' goods.

**PART V—PROVISIONS RELATING TO THE SUPPLY
OF WATER FOR AND IN CONNECTION WITH
MINING TREATMENT PROCESSING AND OTHER
OPERATIONS**

1. In this Part of the Agreement unless inconsistent with the context or subject matter of this Part of the Agreement the following terms have the meanings assigned below:

“**Water Board pipeline**” means the pipelines, facilities and appurtenant works between the outlet to 50 MI reservoir now under construction and a point on the North Western side of the Anabranh of the Calliope River adjacent to the proposed road bridge referred to in Part III.

“**Water Board delivery point**” means the extremity of the Water Board pipeline at the North Western side of the Anabranh of the Calliope River adjacent to the proposed road bridge referred to in Part III.

“**Company pipeline**” means the pipelines, facilities and appurtenant works between the Water Board delivery point and Company delivery points.

“**Company delivery points**” in the case of the supply of untreated water to the Mining Leases means a point on the boundary of the Mining Leases, and in the case of the supply of untreated water to the plant site, means a point on the boundary of the plant site.

“**Company meter point**” shall mean the Water Board delivery point.

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“**Council pipeline**” means the pipeline, facilities and appurtenances owned by the Water Board which connects the 5 MI reservoir with the wet well at Wilmott Lagoon.

“**Council delivery points**” means in the case of the supply of untreated water for the Mt. Larcom township the inlet to the wet well at Wilmott Lagoon, and in the case of the supply to Yarwun township, the connection on the 300 mm diameter steel Company pipeline. Council meter points, means in the case of the supply of untreated water for the Mt. Larcom township, the meter near the outlet from the 5 MI reservoir on the Council pipeline and in the case of the supply of untreated water for the Yarwun township, the meter at the Council delivery point.

“**safe yield**” means the supply capacity available to the Water Board which in the reasonable and proper opinion of the Water Board is assessed to be sufficient to provide supply to consumers of the Water Board.

“**Water entitlement**” means the maximum quantity of water that any Major Consumer is entitled to receive during any financial year.

“**Security Deposit**” means the money to be lodged by the companies with the Water Board under Clause 7 of this Part.

2. The State shall require the Water Board to enter into negotiations with the companies to form an Agreement (such Agreement being hereinafter referred to as the Supplementary Agreement) which shall contain provision for—

- (a) construction by the Water Board of a Scheme (as hereinafter described) for supply of water by the Water Board to the companies at the Mining Leases and the plant site and to the Calliope Shire Council delivery points at Wilmott Lagoon and on the 300 mm diameter steel pipeline near Yarwun;
- (b) financing of the cost thereof;
- (c) control of the Scheme;
- (d) administration of the Scheme;
- (e) operation, management, maintenance and supervision of the

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Scheme;

- (f) the conditions of supply of water by the Water Board to the companies;
- (g) insurance.

3. The Water Board shall supply to the companies and the companies shall take from the Water Board untreated fresh water in accordance with Clause 16 hereof and the provisions of the Supplementary Agreement at the Water Board and Company delivery points and pursuant to such agreement, the Water Board shall develop a Scheme as hereinafter described—

- (a) The Scheme subject to the provisions of this Clause shall comprise extension of the water supply system drawn from Awoonga Dam on the Boyne River beyond the proposed 50 MI Water Board reservoir with delivery of water to the plant site, to the Mining Leases and to the Council delivery points by pipeline and such additions thereto and variations thereof as the Water Board shall determine to construct;
- (b) The general scope of the Scheme shall consist of the following—
 - (i) water shall be conveyed by gravitation—
 - (A) from the proposed 50 MI reservoir in a 450 mm diameter A.C. pipeline to a point at Clinton near the treated water reservoir which services the powerhouse;
 - (B) from Clinton to a point on the northwestern side of the Anabranche of the Calliope River in an A.C. pipeline of not less than 300 mm diameter, which point shall be the metered Water Board delivery point;
 - (C) from the Water Board delivery point to the earth tank at Boat Creek in a 300 mm diameter A.C. pipeline.
 - (ii) from the said earth tank the water shall be pumped via a 150 mm diameter A.C. pipeline to the plant site and via a 300 mm diameter steel pipeline to the proposed 5 MI reinforced concrete reservoir, to be located in the vicinity of Portion 32, County of Clinton, Parish of Mt. Larcom; from

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there by gravitation to the boundary of Mining Lease No. 700 in the Gladstone District in a 375 mm or such other diameter A.C. pipeline as may be agreed between the Water Board and the companies and to the wet well at Wilmott Lagoon in a 100 mm or a 150 mm diameter A.C. pipeline; provision only shall be made for a connection to be taken from the 300 mm diameter steel pipeline between Boat Creek and the 5 Ml reservoir in the vicinity of the Yarwun township;

- (iii) the Company delivery points shall in the case of the supply of untreated water to the Mining Leases be the boundary of the Mining Leases and in the case of the supply of untreated water to the plant site shall be the boundary of the plant site;
 - (iv) the Council meter points shall be on the pipeline connection from the 300 mm diameter steel pipeline servicing the Yarwun township and on the 100 mm or 150 mm diameter A.C. pipeline servicing Wilmott Lagoon at the outlet from the 5 Ml reservoir;
 - (v) the Council delivery points shall be at the pipeline connection from the 300 mm diameter pipeline servicing the Yarwun township and at the inlet to the wet well at Wilmott Lagoon. All pipeline facilities and appurtenant works beyond the Water Board delivery point other than the 100 mm or 150 mm diameter A.C. pipeline from the 5 Ml reservoir to the wet well at Wilmott Lagoon and any pipeline off the 300 mm diameter steel pipeline servicing Yarwun shall form part of the Company pipeline;
 - (vi) the total estimated cost of the Scheme at June 1977 is \$3,200,000.
- (c) The entire cost of the Scheme shall be paid by the companies less the contribution by the Water Board comprising subsidy and debenture loans referred to in Clause 8 hereof. The companies shall meet such costs from the Security Deposit. The cost to the companies for the section of pipeline described in Clause 3 (b) (i) (B) hereof shall not exceed the cost of constructing a 300 mm diameter A.C. pipeline. The estimated

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cost at June 1977 was TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000).

- (d) The Security Deposit shall be applied to the following—
- (i) the total cost of construction paid to contractors and sub-contractors;
 - (ii) fees to engineers, consultants and other specialist services;
 - (iii) insurances obtained by the Water Board;
 - (iv) cost of administrative and other services incurred by the Water Board and attributed by the Water Board to the Scheme;
 - (v) any other costs and expenditure incurred by the Water Board in and about the development of the Scheme.

4. The Water Board shall confer with the companies as to details of construction of the Scheme. The Water Board shall take into consideration factors of capital costs, including the capital costs to the companies, reliability of supply, cost of operating the Scheme (including the cost of operating to the companies) cost of maintaining supply and any other factors the Water Board and the companies deem relevant. Notwithstanding the obligation imposed hereunder to confer, the planning, design and construction of the Scheme and additions thereto and variations thereof shall remain always solely in the discretion of the Water Board.

5. The commencement of supply shall be forthwith upon availability of water to the Water Board at the Company delivery points and the companies and the Water Board shall confer as to the time when the companies shall require the same.

6. The Water Board may extend supply of water to the Council delivery points referred to in Clause 3 (b) (v) hereof for use at Mt. Larcom township and the Yarwun township.

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7.—

- (i) Subject to the terms and conditions of the Supplementary Agreement the companies shall lodge with the Water Board a Security Deposit for the due performance by the companies of their obligations and undertakings;
- (ii) The Water Board may apply such Security Deposit towards the capital costs of constructing the Scheme;
- (iii) The terms and conditions pursuant to which the companies shall lodge the said Security Deposit and by which the companies shall qualify for a refund thereof shall be as provided in the Supplementary Agreement.

8.—

- (i) The State shall approve an application by the Water Board for subsidy and debenture loans, on such terms and conditions as the Water Board and the State may agree, equal to the cost of construction of the abovementioned 450 mm diameter A.C. pipeline described in Clause 3 (b) (i) (A) hereof. The estimated cost at June 1977 was SIX HUNDRED THOUSAND DOLLARS (\$600,000);
- (ii) Any subsidy and debenture loans referred to in Sub-Clause (i) of this Clause shall be additional to and deemed not to be included in the normal debenture loan programme of the Water Board.

9. Upon written request made by the companies the Water Board may construct a pipeline or pipelines for the companies beyond the agreed Water Board delivery point. Such construction shall be at the sole cost of the companies and for such purpose the Water Board may exercise the powers conferred upon it by the Act under which it is constituted and any Orders in Council made pursuant thereto. Ownership of such pipelines shall vest in and remain in the Water Board.

The Water Board shall not be responsible for reticulation required by the companies within the boundaries of the Mining Leases or within the

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property boundary of the plant site other than as provided for in Clause 15 hereof.

10. The companies shall be entitled to use the total supply of untreated water being carried by any such pipeline or pipelines of the companies subject always to the provision of supply therefrom by the Water Board to a Local Authority.

11. The companies shall as soon as practicable furnish to the Water Board full particulars of the route of the slurry pipeline including particulars of title to all lands thereby traversed. So far as relates to land which is for the time being granted in fee simple by the Crown and over which the Licence for Pipeline purposes is also to be granted pursuant to Part II of this Agreement the Water Board shall exercise its powers functions and authorities to acquire an easement thereover for Water Supply Pipeline purposes. So far as relates to other land including land over which the said Pipeline Licence may be granted the State shall procure such easement in favour of the Water Board in each case so far as the Water Board shall require the same for the purpose of water supply pipeline.

12. The Water Board shall further exercise its powers functions and authorities to acquire any other lands which it shall require for construction of the Scheme including establishment of pump stations reservoirs and other works thereon, and where the Water Board is required to acquire lands held for an estate in fee simple or other than in fee simple for the purpose of the Scheme then the cost to the State or to the Water Board of such acquisitions including amounts of compensation paid on compulsory acquisition or consideration paid on acquisition by negotiation and all costs incidental thereto shall form part of the cost of the Scheme or of construction of the Company pipeline as the case may be.

13. The companies shall so far as the Water Board shall require accommodate in the area granted to them under Licence for Pipeline Purposes any water supply pipeline of the Board.

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14. So far as the area granted to the companies under Licence for Pipeline Purposes is affected by the requirements of the Water Board the companies shall afford to the Water Board the same rights privileges and entitlements as are afforded to the companies under the said Licence for Pipeline Purposes. The conditions which apply to the Licence for Pipeline Purposes granted to the companies by the State shall be read and construed subject to the rights hereby conferred on the Water Board.

15. Where the companies and the Water Board agree that any element or part of the Scheme should be located on land held by the companies then the companies shall provide the necessary lands to either the Water Board or the State on behalf of the Water Board at a nominal cost and the vesting of same in the Water Board for an estate in fee simple subject to the provision of Clause 12 hereof.

16. (a)—

- (i) The Scheme shall provide for the companies initial usage at the Mining Leases of 480 MI per annum with provision for a maximum daily usage of 1.5 MI rising over a period to the companies usage of 1440 MI per annum (which usage shall be the water entitlement of the companies) with provision for a maximum daily usage of 4.5 MI.
- (ii) The capacity of the Scheme shall be designed for a daily usage by the companies at the Mining Leases of 4.5 MI plus the daily usage of 0.25 MI at Mt. Larcom and 0.1 MI at Yarwun by the Calliope Shire Council on the mean day of the maximum month.

(b)—

- (i) The Scheme shall provide for the companies nominated delivery point on the boundary of the plant site with provision for an initial usage at the plant site of 36 MI per annum with provision for a maximum daily usage by the companies of 0.2 MI rising over a period to a maximum usage of 108 MI per annum (which usage shall be the water entitlement of the companies) with a maximum daily usage of 0.6 MI.

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- (ii) The capacity of the Scheme shall be designed for a daily usage by the companies at the plant site of 0.6 ML.

17. Notwithstanding the provision by the companies of money for cost of construction of the Scheme or any part thereof no part of the same shall vest in the companies and the same shall be and remain always in the ownership and under the control of the Water Board.

18. The Water Board and the companies may during the period of supply agree upon expansion of the Scheme and in such case the provisions of this Agreement and of the Supplementary Agreement shall *mutatis mutandis* apply to such expansion.

**PART VI—PROVISIONS RELATING TO THE
SUPPLY OF ELECTRICITY IN CONNECTION WITH
MINING TREATMENT PROCESSING AND OTHER
OPERATIONS**

1. The State Electricity Commission of Queensland shall ensure that the Electricity Board shall enter into an agreement with the companies for the supply of electricity by the Electricity Board to the companies to enable the companies to proceed with the mining operations and the plant site operation. Such agreement shall be made pursuant to the Electricity Act.

2. The supply of electricity shall be provided by the Electricity Board at two separate points of supply one being upon land provided by the companies adjacent to Mining Lease Number 700 in the Gladstone District and the other being upon land provided by the companies within the plant site.

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PART VII—GENERAL

1. This Agreement shall be interpreted according to the laws for the time being in force in the State.

2. Notwithstanding any provisions of this Agreement or any Act—

- (i) No mortgage mortgage debenture or other instrument constituting a mortgage or charge (whether in the form of a transfer to trustees for lenders or otherwise howsoever) on the lands leases works or other property of the companies or any part thereof and/or any transfer thereof or any part thereof by any mortgagee or trustee under any such mortgage mortgage debenture or other instrument shall require the approval authority or consent of the Minister or the Governor in Council or any other person Corporation or authority.
- (ii) A mortgagee in possession of the lands leases works or other property of the companies or any part thereof or any receiver or receiver and manager of the companies or any transferee or assignee thereof shall have all the rights and privileges of the companies and may exercise the same upon the same terms and conditions as the companies are entitled to exercise them pursuant to this Agreement.

3. Subject to the provisions of the Land Act nothing herein contained shall prevent the companies from acquiring and holding land in freehold or upon any other form of tenure or any mining tenure or any other right, licence, privilege or concession whatsoever.

4. The lands of the companies (whether of a freehold or leasehold nature) required for the purposes of the Project and the titles property and other assets of the companies shall not be subject to any rate tax or charge imposed or levied by the State or any agency or instrumentality thereof or any local or other public authority discriminating against them.

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5.—

- (i) This Clause shall not derogate from the rights conferred upon the companies by this Agreement but shall operate so as to ensure those rights and the commitments of the State are exercised with due regard for the environment so that any undesirable effects which might otherwise result are avoided or minimised.
- (ii) Prior to the undertaking by the companies or the State or a Local Authority or Water Board or Harbour Board of any part of the Project the companies or, as the case may be, the appropriate State Corporation or Instrumentality or Local Authority or Water Board or Harbour Board shall have investigated the environmental effects of such part of the Project in such manner as may be approved by the Co-ordinator-General.
- (iii) Without limit to any duties or responsibilities of the companies or the State according to the laws for the time being in force in the State or any licence lease or other instrument, the Governor in Council may by Order in Council direct that measures specified by him in such Order in Council be taken to ensure the avoidance or minimisation of undesirable effects on the environment and by whom the cost of such measures shall be borne, which measures shall be deemed to be obligations pursuant to this Agreement.

6.—

- (i) The Governor in Council shall from time to time as required constitute a Tribunal to decide and determine all matters which by this Agreement are required to be or may be referred to the Tribunal for its decision.
- (ii) The Tribunal shall consist of a Queen's Counsel appointed by the Governor in Council.
- (iii) The Tribunal may be assisted by assessors who shall make such recommendation to the Tribunal as they or any of them shall think fit.
- (iv) Upon each reference to the Tribunal such assessors shall be appointed to assist the Tribunal as are agreed upon between the

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Minister and the companies. The Tribunal may appoint any assessor or assessors.

- (v) The Tribunal after hearing the representations of all parties interested and considering the recommendations (if any) of the assessors shall make such recommendations and report to the Minister as is proper or such Order as is just.
- (vi) Every such Order of the Tribunal shall remain in force for such period as is fixed by the Order and every such Order shall be published in the Queensland Government Gazette and shall be binding upon the parties to the proceedings and shall be given effect by all persons concerned.
- (vii) The Minister may of his own volition and shall when required by the companies refer to the Tribunal any matter requiring decision under the provisions of this Agreement.
- (viii) The Minister may at any time of his own volition and shall at the request of the companies refer to the Tribunal for consideration and report to the Minister any matter relating to the undertakings or obligations of the companies or otherwise arising under the provisions of this Agreement and the Tribunal shall make such report to the Minister as it thinks proper.
- (ix) The Tribunal shall be deemed to be a commission within the meaning of *The Commissions of Inquiry Acts 1950 to 1954* and the provisions of such Acts shall apply to the Tribunal and all the proceedings thereof.
- (x) Every party to proceedings before the Tribunal shall unless the Tribunal otherwise directs pay his or its own costs. The Tribunal may order that any party to any proceedings pay (whether by way of a lump sum or otherwise) the whole or such part as the Tribunal may think fit of the costs of and incidental to those proceedings incurred by any other party thereto or any costs incurred by the Tribunal including the remuneration of any assessor or assessors.

In case of difference as to the amount (other than a lump sum) of any costs directed to be paid as aforesaid such costs shall be taxed by a taxing officer of the Supreme Court of Queensland as if the proceedings before the

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Tribunal had been proceedings in the Supreme Court. A direction or decision of the Tribunal in so far as it relates to costs shall upon filing in the Supreme Court be deemed to be an order of the Supreme Court and be enforceable accordingly.

7.—

- (i) In case any question difference or dispute shall arise between the State and the companies concerning any clause or anything contained in this Agreement or the meaning or construction of any matter or thing in any way connected with this Agreement or the rights duties or liabilities of either the State or the companies under or in pursuance of the provisions of this Agreement including any question whether either of the parties is in default under any provision of this Agreement save and except any matter or thing which under the provisions of this Agreement—

(A) is in the discretion of the Governor in Council; or

(B) is expressed to be determined by a Minister or other person specifically named in this Agreement as the determining authority,

or if any matter whatsoever is by this Agreement, required to be referred to the Tribunal then and in every such case such question difference or dispute matter or thing shall be referred to the Tribunal;

- (ii) In case any question difference or dispute shall arise between a State Corporation a State Instrumentality or a Local Authority and the companies concerning any matter or thing arising out of the provisions of this Agreement save and except any matter or thing which under the provisions of this Agreement—

(A) is in the discretion of the Governor in Council; or

(B) is expressed to be determined by a Minister or other person specifically named in this Agreement as the determining authority,

then and in every such case such question difference or dispute may upon request made to the Minister by a State Corporation

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State Instrumentality a Local Authority or the companies be referred to the Tribunal.

8. Any notice consent requirement or writing authorised or required by this Agreement to be given or sent shall be deemed to have been duly given or sent by the State or the Governor in Council or any Minister (as the case may be) if signed in the case of a notice by the State or the Governor in Council by the Premier of Queensland or in the case of a notice by any Minister by such Minister and forwarded by prepaid post to the companies at their registered offices in the State from time to time or at such other place as they may fix from time to time by written notice to the Minister and by the companies if signed on behalf of the companies by the managing director a director general manager secretary or attorney or solicitor of either of the companies and forwarded by prepaid post to the Minister at his office in Brisbane in the said State and any such notice consent requirement or writing shall be deemed to have been duly given or sent on the day on which it would be delivered in the ordinary course of post.

9.—

- (i) Notwithstanding the provisions of Section 33 of the *Local Government Act 1936–1977* or By-Law thereunder, the Mining Leases, land on which the treatment and processing plant is or is to be erected land on which the slurry pipeline is or is to be constructed and all other lands required for the purposes of the project, shall in any Town Planning Scheme in force in the Local Authority Area in which such land is situated be deemed to be included in zones appropriate to the use to which such land is put for the purposes of the Project and remain so zoned during the currency of this Agreement so that the operations of the companies or any Statutory Authority hereunder may be undertaken and carried out thereon without any interference or interruption by any Local Authority or by any other Corporation or Instrumentality of the State or by any person on the ground that such operations are contrary to any Town Planning Scheme or Town Planning By-Law of any such Local Authority.
- (ii) Without prejudice to the generality of Clause 9 (i) of this Part the

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land described as Portion 32, Parish of Targinnie County of Deas Thompson, may be used for the purpose of the extraction of construction materials for the Project, the storage of plant and materials and any other purposes incidental to and necessarily associated with the construction and establishment and operation of the Project.

Subject as aforesaid for the purpose of this Agreement such land shall, until the Governor in Council approves of an amendment to any Town Planning Scheme in force in the Local Authority Area in which such land is situated which excludes such land from one zone and includes it in another zone under the Town Planning Scheme in force in such Area, be deemed to be included in the Rural Zone.

10. Nothing in this Agreement contained or implied shall constitute a partnership between the State and the companies or either of them.

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SCHEDULE A

Mining Lease	Description	Volume	Folio	Area (ha)
No. 700	East End, County of Deas Thompson, parish of Nolan	88	68	436.98
No. 699	Bracewell No. 1, County of Deas Thompson, Parish of Nolan	88	67	332.87
No. 701	Bracewell No. 2, County of Deas Thompson, parish of Nolan	88	69	201.151
No. 698	Bracewell No. 3, County of Deas Thompson, Parish of Nolan and Langmorn	88	70	226.77

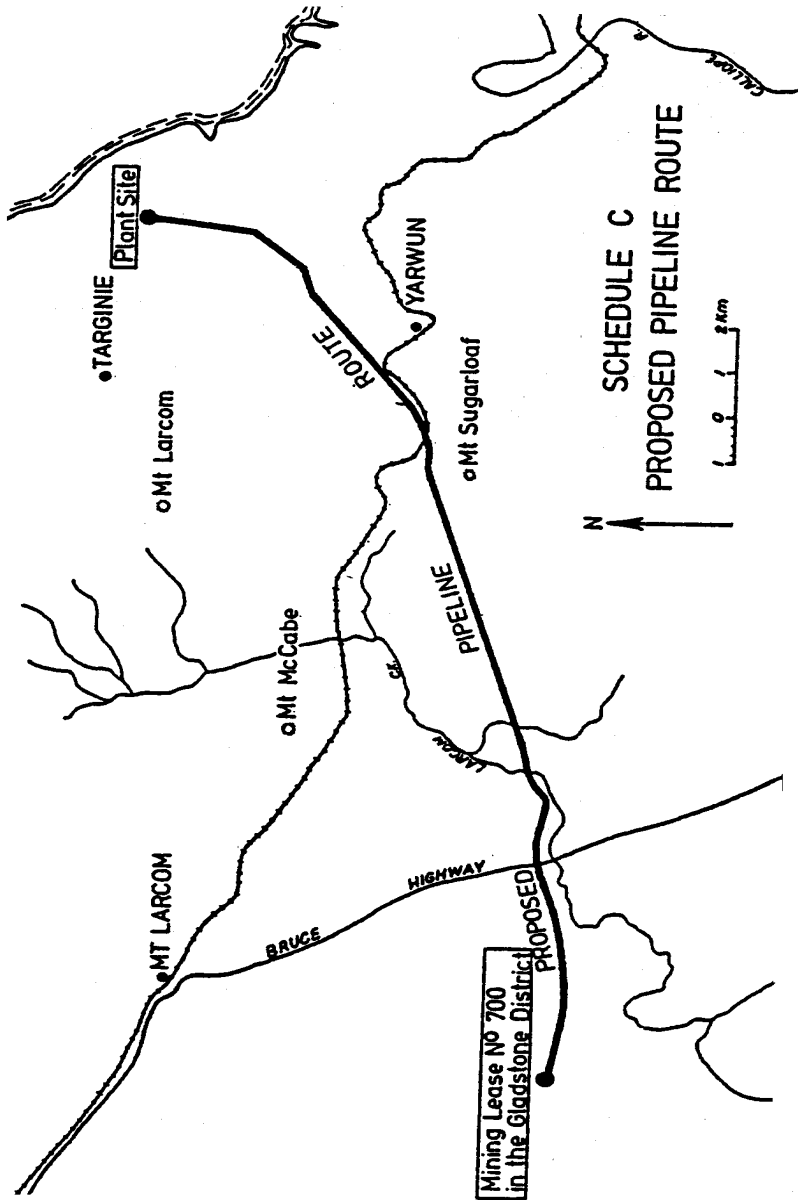
SCHEDULE B

(1) Portion 32 County of Deas Thompson, Parish of Targinnie, containing an area of 67.757 ha. and being the land contained in Certificate of Title Volume C426 Folio 81.

(2) Portion 50 County of Deas Thompson, Parish of Targinnie, containing an area of 70.011 ha. and being the land contained in Certificate of Title Volume C426 Folio 81.

(3) Portion 51 County of Deas Thompson, Parish of Targinnie, containing an area of 87.817 ha. and being the land contained in Certificate of Title Volume C426 Folio 82.

SCHEDULE C



SCHEDULE D

THIS AGREEMENT is made the day of 1977 between THE COUNCIL OF THE SHIRE OF CALLIOPE a Local Authority duly constituted and established under the *Local Government Act* 1936–1977 (hereinafter called the “Council”) of the first part and THE QUEENSLAND CEMENT & LIME COMPANY LIMITED and DARRA EXPLORATION PTY. LTD. each of which are companies duly incorporated in the State of Queensland with their registered office situated at 4 Station Avenue, Darra, Brisbane in the said State (hereinafter jointly and severally with their respective successors and assigns called “the Companies”) of the second part.

WHEREAS:

(a) Darra Exploration Pty. Ltd. is the lessee of certain Mining Leases in the Gladstone District being Mining Leases Nos. 698, 699, 700 and 701 (hereinafter called the “mine site”);

(b) The Queensland Cement & Lime Company Limited is the registered proprietor of certain freehold lands in the County of Deas Thompson Parish of Targinnie being the lands described in Certificates of Title Volume C426 Folios 81 and 82 upon which it is proposed to erect a plant for the production of clinker, cement and associated products and materials (hereinafter referred to as “the plant site”);

(c) The Companies propose to construct works for the mining treatment and processing of limestone and siliceous and argillaceous materials;

(d) For such purposes it is proposed amongst other things that certain roads be constructed and other roads be raised and strengthened;

(e) The Companies propose to enter into an Agreement with the State of Queensland for the purpose of facilitating the construction and operation of the aforesaid works;

(f) At the request of the State of Queensland the Council and the Companies have determined to enter into this Agreement for the purpose of making provision for the raising and strengthening and maintenance of the

SCHEDULE D (continued)

road hereinafter referred to in order to facilitate the construction and operation of the aforesaid works.

NOW IN CONSIDERATION OF THE PREMISES THIS AGREEMENT WITNESSES as follows:

PART I—PRELIMINARY

1. This Agreement is subject to and conditional upon the Companies entering into the Agreement with the State of Queensland as hereinbefore referred to and it is expressly agreed that if such Agreement shall not be entered into between the State of Queensland and the Companies on or before the thirty-first day of December 1978 or if on or before such date such Agreement shall lapse and be of no further force and effect then this Agreement shall lapse and be of no further force and effect and neither party shall have any right or obligation hereunder.

PART II—INTERPRETATION

1. In the interpretation of this Agreement the following words and expressions shall have the meanings hereinafter respectively assigned to them:—

“**Commissioner**” means the Commissioner of Main Roads appointed under the Main Roads Act.

“**Main Roads Act**” means the *Main Roads Act* 1920–1976.

“**Co-ordinator-General**” means the corporation sole constituted under Section 8A of *The State Development and Public Works Organisation Act of 1938* as subsequently amended and preserved continued in

SCHEDULE D (continued)

existence and constituted under Section 11 of the *State and Regional Planning and Development Public Works Organization and Environmental Control Act 1971–1974*.

**PART III—ACCESS TO MINING LEASE NO. 700
PARISH OF NOLAN**

1. Subject to the terms and conditions set out in Clause 4 of this Part III, the Council undertakes to use its best endeavours to obtain from the Treasurer of the State of Queensland approval to borrow funds by way of Debenture Loans, not exceeding \$246,250.00, for the purpose, together with any approved State Government subsidies, of carrying out improvements to the road connecting the Bruce Highway to M.L. 700 Parish of Nolan, County of Clinton, otherwise known as Wilmott Road.

The Term of any such loans shall be fifteen (15) years.

2. The road improvements referred to in this Part III shall consist of raising and strengthening the flood prone section of the road adjacent to the Wilmott Lagoon. The cost of these works shall not exceed \$250,000.00.

3. The terms and conditions set out in Clause 4 of this Part III are subject to the aforesaid road improvements being commenced not later than the thirty-first day of December 1978.

4. (1) The Companies shall provide Council with their proposed works programme, showing—

- (a) Estimated date of commencement of construction of processing plant at the mine site;
- (b) Estimated date of completion of the processing plant at the mine

SCHEDULE D (continued)

site;

- (c) Estimated date at which silica haulage to the mine site will commence.

(2) The Companies shall from time to time, advise Council of any material alterations in its proposed works programme;

(3) Within fourteen (14) days of signing any contract for construction works at the mine site, the Companies shall notify Council in writing of:—

- (a) The name of the Contractor;
- (b) The construction works to be undertaken by the Contractor.

(4) Upon notification of a contract having been let, for construction works at the mine site, Council shall, as soon as practicable, commence engineering design of the roadworks for submission to the Commissioner for approval in accordance with Treasury Loan/Subsidy conditions.

(5) As soon as practicable after commencement of design of the roadworks the Council shall prepare an anticipated construction programme for the roadworks and in so doing will have regard to:—

- (a) The information supplied by the Companies in accordance with sub-clauses (1), (2) and (3) of this Clause 4;
- (b) The estimated length of time required to complete the roadworks;
- (c) The need to carry out these roadworks during that time of the year when heavy rainfall is least likely;
- (d) Council's approved borrowing limits in any one (1) year and the need, if any, on account of other Council loan works to raise loans for the roadworks, partly in one (1) year and partly in the succeeding year;
- (e) The availability of Council plant and labour to carry out the roadworks.

(6) The anticipated construction programme referred to in sub-clauses (4) and (5) of this Part III shall be the basis for the lodgment of applications to the Co-ordinator-General, for the necessary loan raising approvals.

SCHEDULE D (continued)

(7) The Council shall draft a Construction Programme based on approved Debenture Loan Raisings for approval by Council.

(8) A copy of the Draft Construction Programme for roadworks shall be supplied to the Companies for comment to the Council for its consideration in adopting such draft Construction Programme. Upon adoption by Council, of a Construction Programme a copy thereof shall be made available to the Companies.

(9) The Companies shall provide Council with an unconditional Bank Guarantee or similar security approved by Council upon receipt of advice from Council, that a loan or loans offer has been received and is acceptable to Council. The amount of such guarantee or other security shall be 91.05% of the total of the instalments of the interest and redemption on the loan or loans.

(10) A copy of the repayment schedule for each loan raised for the roadworks shall be made available to the Companies upon completion of the loan raising procedures, together with a statement showing the amount of each instalment to be paid to Council by the Companies.

(11) The Companies shall pay to the Council on, or by the due date of each instalment, 91.05% of the amount of such instalment.

(12) In the event of failure by the Companies to make payment in accordance with sub-clause (11) hereof, Council may call upon the security held by it for such payment, provided however that security shall not be called upon by Council without the Companies first having been given written notice by Council, to rectify the default, within fourteen (14) days from the date of such notice.

(13) Notwithstanding the provisions of sub-clauses (9), (10), (11) and (12) of this Clause 4 the Companies may in lieu of providing security as required by sub-clause (9), elect to meet its share of the cost of the roadworks by way of bulk sum payment of \$225,000.00 to the Council. Should the Companies so elect to make payment by bulk sum, it shall:—

- (a) Within fourteen (14) days, of having been notified by the Council that design of the roadworks has commenced, pay to the Council an amount equivalent to 10% of such bulk sum of \$225,000.00

SCHEDULE D (continued)

and,

- (b) Not less than seven (7) days prior to the date of commencement of the construction of the roadworks, as determined by Council and as shown in the adopted Construction Programme, referred to in Sub-clause (8) of this Clause 4 pay to the Council the balance of the bulk sum amount of \$225,000.00.

(14) The Council shall be Constructing Authority for the roadworks.

(15) Design standards for the roadworks shall be in accordance with good engineering practice and no construction will be commenced, until engineering plans for the work are approved by the Commissioner.

(16) Design and engineering plans for the roadworks shall be arranged by the Council, either by the engagement of Consultants, or by the use of Council's own Engineering Staff.

Should engineering design be performed by Council Staff, amounts charged to such works shall be on an actual cost basis, or in accordance with the A.C.E.A. scale of fees, whichever is the lesser.

(17) Construction of roadworks shall be carried out by the Council's workforce. The Council may, however, at its discretion engage contractors to perform specific sections of the work.

(18) All work carried out by the Council shall be charged at the current Council rates, applicable to other Council works.

(19) Cost of the works defined in Clause 2 of this Part III shall include:—

- (a) Engineering design and supervision (not to exceed the A.C.E.A. scale of charges);
- (b) Actual cost of materials, freight, handling charges and storage of materials and equipment required for construction of the roadworks;
- (c) Actual contractors and/or sub-contractors costs, if any;
- (d) Cost of works carried out by Council's workforce.

(20) Upon completion of the roadworks, Council shall provide the

SCHEDULE D (continued)

Companies with a statement of costs of the works for its information.

(21) The Companies shall in each year, upon twelve (12) weeks prior notice from the Council, make available during normal working hours, to the Council, free of charge at an accessible location, within M.L. 700, crushed limestone aggregate, sufficient to resheet the Wilmott Road, from the Bruce Highway to the plant entrance of M.L. 700.

(22) The quantity of crushed aggregate to be made available in accordance with sub-clause (21) of this Clause 4, shall not exceed 2 500 cubic metres, in any one fiscal year.

(23) The limestone aggregate supply shall be such as selected by the Council from the run of the crushed product which will be 95% less than 30 mm and would be expected to fit in with the gradings of B, C or D of Main Roads Department's Table 1 Form 11A (m) and more particularly Grading C.

(24) For the purpose of haulage of the materials specified in sub-clauses (21), (22) and (23), of this Clause 4 the Companies shall permit the entry to the mine site, of Council employees and plant, or Contractor engaged by the Council, during normal working hours.

**PART IV—TEMPORARY ACCESS TO PLANT SITE
PORTIONS 32, 50 AND 51 PARISH OF TARGINNIE**

1. The roads referred to in this Part IV are more specifically described as:

- (i) That part of the Calliope River-Targinnie Road commencing at the Bruce Highway at the South Western corner of subdivision 1 of Portions 1 and 2, Parish of West Stowe, thence generally northerly to its junction with the Boat Creek Road at the South Western corner of Lot 1 R.P. 10857. (Original Portion 403), Parish of Calliope; and
- (ii) That part of the Boat Creek Road commencing at its junction with

SCHEDULE D (continued)

the Calliope River-Targinnie Road at the South Western corner of Lot 1 R.P. 10857 (original Portion 403), Parish of Calliope thence generally in a North Easterly direction to its proposed junction with the road defined in Clause 3 (1) (a) of Part III of the Act in the vicinity of the South Eastern corner of MHPL 1523, Parish of Calliope.

2. The Council hereby agrees to any payments from the Companies for capital works and maintenance on the roads referred to in Clause 1 of this Part IV being made to the Commissioner subject to the following conditions.

- (i) Where by agreement between the State of Queensland and the Companies, amounts are to be paid annually by the Companies towards the cost of maintenance on the roads, the term “per annum” shall mean the financial year 1st July to the next succeeding 30th June;
- (ii) The determination of capital works to be carried out from funds provided by the Companies shall rest with the Commissioner provided that before determining such works, the Commissioner shall ascertain the views of the Council;
- (iii) The Constructing Authority for any works to be performed on the roads shall subject to consultation with the Commissioner be the Council.

SCHEDULE D (continued)

**PART V—CONDITIONS RELATING TO THE PUBLIC
ESPLANADE ABUTTING THE EASTERN AND
NORTH-EASTERN BOUNDARIES OF PORTIONS 32,
50 AND 51, PARISH OF TARGINNIE**

1. Subject to Clause 2 of this Part V the Companies shall ensure that works undertaken by them or carried out on their behalf on Portions 32, 50 or 51 or any other adjacent lands acquired by them or either of them shall not interfere with the free and unencumbered use by the public of the esplanade which abuts generally the Eastern and North-Eastern boundaries of such land.

2. Notwithstanding Clause (1) of this Part V the Council offers no objection to the construction across the esplanade of such works as are necessary for the conveyance of materials between the Companies' land and the proposed causeway and wharf provided that:—

- (i) Any such works cross the esplanade at no lesser angle than 60° from the property boundary;
- (ii) Any such works occupy no greater width than 15 metres measured at right angles to its longitudinal section;
- (iii) All such works are constructed and maintained in accordance with any requirements of the Chief Safety Engineer of the Occupational Safety and Weights and Measures Division of the Department of Labour Relations and Consumer Affairs;
- (iv) Such works do not prevent or unduly hinder pedestrian access along the esplanade;
- (v) The Companies provide Council with indemnity against any claim made by the public for injury or damage caused by the existence of such works;
- (vi) The Companies unconditionally undertake to remove or alter such works to Council's reasonable requirements upon six (6) months

SCHEDULE D (continued)

notice so to do, should the esplanade be constructed for vehicular usage.

3. Should the works constructed pursuant to Clause 2 of this Part V provide for vehicular access over or under the said works to Council satisfaction, the provisions of Clause 2 (vi) shall not apply.

4. The Companies shall take all reasonable steps to prevent dust pollution from the plant site.

ENDNOTES

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2 Date to which amendments incorporated

This is the reprint date mentioned in the Reprints Act 1992, section 5(c). Future amendments of the Queensland Cement & Lime Company Limited Agreement 1977 may be made in accordance with this reprint under the Reprints Act 1992, section 49.

3 Key

Key to abbreviations in list of legislation and annotations

AIA	=	Acts Interpretation Act 1954	(prev)	=	previously
amd	=	amended	proc	=	proclamation
ch	=	chapter	prov	=	provision
def	=	definition	pt	=	part
div	=	division	pubd	=	published
exp	=	expires/expired	R[X]	=	Reprint No.[X]
gaz	=	gazette	RA	=	Reprints Act 1992
hdg	=	heading	reloc	=	relocated
ins	=	inserted	renum	=	renumbered
lap	=	lapsed	rep	=	repealed
notfd	=	notified	s	=	section
om	=	omitted	sch	=	schedule
o in c	=	order in council	sdiv	=	subdivision
p	=	page	SIA	=	Statutory Instruments Act 1992
para	=	paragraph	SL	=	subordinate legislation
prec	=	preceding	sub	=	substituted
pres	=	present	unnum	=	unnumbered
prev	=	previous			

4 List of legislation

Queensland Cement & Lime Company Limited Agreement [1977] (Queensland Cement & Lime Company Limited Agreement Act 1977 sch)

date of assent of Act 7 October 1977

date of agreement 20 October 1977 (see proc pubd gaz 12 August 1978 p 1841)

Queensland



Queensland Cement & Lime Company Limited Agreement Act 1977

QUEENSLAND CEMENT & LIME COMPANY LIMITED AMENDING AGREEMENT ORDER 1978

**Reprinted as in force on 9 May 2003
(order not amended up to this date)**

Reprint No. 1A

This reprint is prepared by
the Office of the Queensland Parliamentary Counsel
Warning—This reprint is not an authorised copy

Information about this reprint

This order is reprinted as at 9 May 2003.

See endnotes for information about when provisions commenced.

Queensland



**QUEENSLAND CEMENT & LIME
COMPANY LIMITED AMENDING
AGREEMENT ORDER 1978**

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QUEENSLAND CEMENT & LIME COMPANY LIMITED AMENDING AGREEMENT ORDER 1978

[reprinted as in force on 9 May 2003]

HIS Excellency the Governor, acting by and with the advice of the Executive Council and in pursuance of the provisions of the Queensland Cement & Lime Company Limited Agreement Act 1977, doth hereby approve the variation of the Agreement made the twentieth day of October, 1977 (hereinafter called “the Agreement”), between the State of Queensland of the One Part and the Queensland Cement & Lime Company Limited and Darra Exploration Pty. Ltd. (hereinafter called “the companies”) of the Other Part in accordance with the said Act pursuant to agreement between the Minister and the companies and after consultation by the companies with relevant State Authorities, State Corporations and State Instrumentalities as follows:—

(A) The deletion of the words “the thirty-first day of December, 1978” wherever they appear in clause 6 of Part I of the Agreement and the insertion in lieu thereof of the words “the thirty-first day of March, 1979”.

(B) The insertion of the words “as amended from time to time” after the words “Schedule D” wherever they appear in Clauses 4(2) and 4(3) of Part III of the Agreement.

And the Honourable the Premier is to give the necessary directions herein accordingly.

KEITH SPANN, Clerk of the Council.

ENDNOTES

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2 Date to which amendments incorporated

This is the reprint date mentioned in the Reprints Act 1992, section 5(c). However, no amendments have commenced operation on or before that day. Future amendments of the Queensland Cement & Lime Company Limited Amending Agreement Order 1978 may be made in accordance with this reprint under the Reprints Act 1992, section 49.

3 Key

Key to abbreviations in list of legislation and annotations

AIA	=	Acts Interpretation Act 1954	(prev)	=	previously
amd	=	amended	proc	=	proclamation
ch	=	chapter	prov	=	provision
def	=	definition	pt	=	part
div	=	division	pubd	=	published
exp	=	expires/expired	R[X]	=	Reprint No.[X]
gaz	=	gazette	RA	=	Reprints Act 1992
hdg	=	heading	reloc	=	relocated
ins	=	inserted	renum	=	renumbered
lap	=	lapsed	rep	=	repealed
notfd	=	notified	s	=	section
om	=	omitted	sch	=	schedule
o in c	=	order in council	sdiv	=	subdivision
p	=	page	SIA	=	Statutory Instruments Act 1992
para	=	paragraph	SL	=	subordinate legislation
prec	=	preceding	sub	=	substituted
pres	=	present	unnum	=	unnumbered
prev	=	previous			

4 List of legislation

Queensland Cement & Lime Company Limited Amending Agreement (1978) (order in council)—

published gaz 23 December 1978 p 1946—“1978 Agr”
commenced on date of publication

Queensland



Queensland Cement & Lime Company Limited Agreement Act 1977

QUEENSLAND CEMENT & LIME COMPANY LIMITED AGREEMENT ORDER 1993

**Reprinted as in force on 9 May 2003
(includes amendments up to 1996 SL No. 85)**

Reprint No. 2

This reprint is prepared by
the Office of the Queensland Parliamentary Counsel
Warning—This reprint is not an authorised copy

Information about this reprint

This order is reprinted as at 9 May 2003. The reprint shows the law as amended by all amendments that commenced on or before that day (Reprints Act 1992 s 5(c)).

The reprint includes a reference to the law by which each amendment was made—see list of legislation and list of annotations in endnotes.

Minor editorial changes allowed under the provisions of the Reprints Act 1992 mentioned in the following list have also been made to use aspects of format and printing style consistent with current drafting practice (s 35).

This page is specific to this reprint. See previous reprint for information about earlier changes made under the Reprints Act 1992. A table of earlier reprints is included in the endnotes.

Also see endnotes for information about when provisions commenced.

Queensland



QUEENSLAND CEMENT & LIME COMPANY LIMITED AGREEMENT ORDER 1993

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AMENDMENT AGREEMENT

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*Queensland Cement & Lime Company
Limited Agreement Order 1993*

**QUEENSLAND CEMENT & LIME COMPANY
LIMITED AGREEMENT ORDER 1993**

[as amended by all amendments that commenced on or before 9 May 2003]

Short title

1. This order in council may be cited as the *Queensland Cement & Lime Company Limited Agreement Order 1993*.

Variation of agreement

2. The variation of the agreement provided for in the amendment agreement set out in the schedule is approved.

Date of amendment agreement

3. The amending agreement was executed on 3 May 1993.

SCHEDULE

AMENDMENT AGREEMENT

section 2

THIS AGREEMENT is made the day of March 1993.

BETWEEN: THE STATE OF QUEENSLAND of the First Part;

AND: QUEENSLAND CEMENT LIMITED
(A.C.N. 009 658 520) (“QCL”) and DARRA
EXPLORATION PTY LTD (A.C.N. 009 800 355)
 (“Darra”), both having their registered office at Level 14,
Waterfront Place, 1 Eagle Street, Brisbane in the State of
Queensland (together called “the Companies”) of the
Second Part.

RECITALS

- A. The Queensland Cement & Lime Company Limited and Darra entered into an Agreement with the State of Queensland on 20 October 1977 (which Agreement, as varied by further Agreements made between the State of Queensland and the Companies, is in this Agreement referred to as “the Principal Agreement”).
- B. The Queensland Cement & Lime Company Limited changed its name to “Queensland Cement Limited” on 8 February 1988.
- C. The Principal Agreement was authorised by the *Queensland Cement & Lime Company Limited Agreement Act 1977* (in this Agreement referred to as “the Principal Act”).
- D. By an Agreement made on the 7th day of June, 1991 (“the Option Agreement”) between QCL and SOUTHERN PACIFIC PETROLEUM NL (A.C.N. 008 460 366) (“SPP”) and CENTRAL PACIFIC MINERALS NL (A.C.N. 008 460 651) (“CPM”), (SPP AND CPM together called “the Lessee”), QCL granted to the Lessee

SCHEDULE (continued)

an option to lease a certain parcel of land (described in the Option Agreement as the part of Lot 32 on Plan DS 433 in the County of Deas Thompson Parish of Targinie containing an area of 67.757 ha exclusive of 4.452 ha for a reserved esplanade being the land in Certificate of Title Volume C503 Folio 119 as is hatched in black on the Plan which is annexed hereto and referred to in this Agreement as “the Demised Land”) to be exercised in accordance with the terms and conditions contained in the Option Agreement. The option granted under the Option Agreement was exercised by the Lessee on 23 December 1991.

- E. Under Clause 8.3 of the Option Agreement, QCL agreed to provide such reasonable assistance as the Lessee may require to support any application for the variation of Clause 5 of Part II of the Principal Agreement so that the clause does not apply to the Lessee in respect of the Demised Land should it at any time seek to apply for or obtain any mining lease over the Demised Land.
- F. The land forming part of the “plant site” (as that term is used in Clause 5 of Part II of the Principal Agreement) is described in Schedule B to the Principal Agreement and includes the Demised Land.
- G. The Lessee has applied for a mining lease over the Demised Land.
- H. The Companies and the State of Queensland wish to vary Clause 5 of Part II of the Principal Agreement so that the clause does not apply to the Lessee in respect of the Demised Land, to which end the Companies have consulted with the relevant State Authorities, State Corporations and State Instrumentalities as required by Clause 5 of Part I of the Principal Agreement.

NOW IT IS HEREBY AGREED that the Principal Agreement should be varied by:

- (i) inserting after Clause 5 of Part II a new Clause 5A to read as follows:
 - “5A. (1) The provisions of the preceding Clause 5 do not apply to either the Lessee or its Permitted Assigns in respect of the

SCHEDULE (continued)

Demised Land.

- (2) For the purposes of this Clause 5A:
- (a) the “Lessee” means Southern Pacific Petroleum NL (A.C.N. 008 460 366) and Central Pacific Minerals NL (A.C.N. 008 460 651);
 - (b) the “Permitted Assigns” means:
 - (i) any person or company who may from time to time take the benefit of such rights under the Option Agreement as are capable of being assigned under Clause 9 of the Option Agreement; or
 - (ii) where the Lease (as that term is defined in the Option Agreement) is executed and registered pursuant to Clause 5.3 of the Lease, the person or company who from time to time takes the benefit of the Lease by way of assignment, transfer, disposition or sublease in accordance with Clause 4.2 of the Lease;
 - (c) “the Option Agreement” means the agreement relating to the Demised Land between Queensland Cement Limited (A.C.N. 009 658 520) and the Lessee made on the 7th day of June, 1991; and
 - (d) the “Demised Land” means that part of Lot 32 on Plan DS 433 in the County of Deas Thompson Parish of Targinie containing an area of 67.757 ha exclusive of 4.452 ha for a reserved esplanade being the land in Certificate of Title Volume C503 Folio 119 as is hatched in black on the Plan which is Schedule E hereto.¹;

and

¹ The plan may be inspected at the office of the department, 61 Mary Street, Brisbane.

*Queensland Cement & Lime Company
Limited Agreement Order 1993*

SCHEDULE (continued)

- (ii) adding a new Schedule E which contains a Plan in identical form to the Plan which is annexed hereto.

EXECUTED by the parties on the date hereinbefore mentioned.

SIGNED SEALED AND DELIVERED)
by the Honourable Tony McGrady)
the Minister for Minerals &)
Energy of Queensland for and on)
behalf of the Crown in right of the)
State of Queensland)

THE COMMON SEAL of QUEENSLAND)
CEMENT LIMITED was affixed by)
authority of the Board of Directors) Director
in the presence of)
a Director and)
the Secretary in the presence of:) Secretary

THE COMMON SEAL of DARRA)
EXPLORATION PTY LTD was affixed by)
authority of the Board of Directors) Director
in the presence of)
a Director and)
the Secretary in the presence of:) Secretary

ENDNOTES

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2 **Date to which amendments incorporated**

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*Queensland Cement & Lime Company
Limited Agreement Order 1993*

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4 Table of earlier reprints

TABLE OF EARLIER REPRINTS

Reprint No.	Amendments included	Reprint date
1	to SL No. 214 of 1993	22 July 1993

5 List of legislation

Queensland Cement & Lime Company Limited Agreement Order 1993 SL No. 153—“1993 Agr”

agr executed 5 May 1993
pub gaz 21 May 1993 pp 985–9
commenced on date of notification

as amended by—

Queensland Cement & Lime Company Limited Agreement Amendment Order (No. 1) 1993 SL No. 214

notfd gaz 18 June 1993 pp 895–9
commenced on date of notification

*Queensland Cement & Lime Company
Limited Agreement Order 1993*

**Queensland Cement & Lime Company Limited Agreement Amendment Order
(No. 1) 1996 SL No. 85**
pubd gaz 3 May 1996 pp 462–3
commenced on date of notification

6 List of annotations

Date of amending agreement

s 3 ins 1993 SL No. 214 s 3
amd 1996 SL No. 85 s 3