

Extractive Industries (Lysterfield) Act 1986

No. 25 of 1986

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Lease of Land

Extractive Industry Lease

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Victoria

No. 25 of 1986

Extractive Industries (Lysterfield) Act 1986

[Assented to 6 May 1986]

WHEREAS it is desirable to make provision for the quarrying of certain land at Lysterfield over a period of 50 years and for the progressive reclamation of that land:

And whereas the State and Boral Resources (Vic.) Pty. Ltd., Bayview Ltd. and Dandenong Quarries Pty. Ltd. have agreed to certain arrangements for the sale of certain land to the State and for the granting of leases and licences in respect of that land to Boral Resources (Vic.) Pty. Ltd.:

And whereas Boral Resources (Vic.) Pty. Ltd. have agreed to pay a reclamation levy and the State has agreed to make the moneys obtained from that levy available for the reclamation of certain lands:

And whereas it is expedient in the public interest to ratify, validate, approve and give the force of law to an Agreement providing for those arrangements:

The Parliament of Victoria enacts as follows:

Purpose.

1. The purpose of this Act is to ratify, validate, approve and otherwise give the force of law to an Agreement relating to a quarry site at Lysterfield and its reclamation.

Commencement.

2. This Act comes into operation on the day on which it receives the Royal Assent.

Definitions.

3. (1) In this Act—

“**Agreement**” means the Agreement a copy of which is set out in the Schedule.

(2) Words and expressions used in the Agreement have the same meanings as in the *Extractive Industries Act 1966* or, if not used in that Act, as they would have if so used.

Act to bind Crown.

4. This Act binds the Crown.

Ratification of Agreement.

5. The Agreement is ratified, validated, approved and given the force of law and takes effect as if its provisions had been expressly enacted in this Act.

Closure of portion of certain roads.

6. (1) The lands delineated and shown hatched on the plan referred to in the lease of land in the annexures to the Agreement shall be closed as roads and all rights, easements and privileges existing or claimed either in the public or by any body or person as incident to any past dedication or supposed dedication of the lands as roads or by user or by any fiction of law shall cease and determine and the lands shall be deemed to be and may be dealt with as unalienated lands of the Crown.

(2) The Registrar-General and the Registrar of Titles are authorized and directed to make all such entries or endorsements on any certificate of title and duplicate certificate of title and on any conveyance or on any other documents as may be necessary or expedient in consequence of this section and the holder of the duplicate certificate of title or other documents shall produce it or them to the Registrar-General or the Registrar of Titles (as the case may be) for that purpose.

(3) No compensation shall be payable by the Crown in respect of any act, matter or thing done under or arising out of this section.

Reclamation levy fund.

7. (1) There is established in the Public Account as part of the Trust Fund a Trust Account to be called the Lysterfield Reclamation Levy Fund.

(2) All moneys received under the Agreement in respect of the reclamation levy payable under the Agreement must be paid into the Lysterfield Reclamation Levy Fund.

(3) Moneys standing to the credit of the Lysterfield Reclamation Levy Fund—

- (a) must be applied for the purposes of the reclamation of certain lands in accordance with clause 6 of the Agreement; and
 - (b) until so applied, may be invested in any manner in which, under the *Public Account Act* 1958, moneys in a trust account may be invested.
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SCHEDULE

Section 3

AGREEMENT

THIS AGREEMENT is made the 10th day of April 1986 Between the Honourable ROBERT CLIVE FORDHAM, Minister for Industry Technology and Resources of the State of Victoria (hereinafter called "the Minister") for and on behalf of HER MAJESTY QUEEN ELIZABETH II and HER MAJESTY'S GOVERNMENT OF THE STATE OF VICTORIA (hereinafter called "the State") of the one part and BORAL RESOURCES (VIC.) PTY. LTD., BAYVIEW LTD. and DANDENONG QUARRIES PTY. LTD. all companies incorporated under the *Companies Act 1961*, whose registered offices are situated at 350 La Trobe Street, Melbourne in the said State, (hereinafter called "the Companies") of the other part.

WHEREAS

- A. Prior to 5 July 1976 the company now named Boral Resources (Vic.) Pty. Ltd. was named Albion Reid Pty. Ltd.
- B. The companies are the registered proprietors of the land known as Boral Lysterfield Quarries, (hereinafter called "the land") being the land hatched on the plan annexed hereto and being more particularly described in the Certificates of Title enumerated in the Schedule to this Agreement.
- C. The land cross hatched on the plan annexed hereto is unalienated Crown land being lot 58A Parish of Narree Worrان certified plan number 104739 (hereinafter referred to as "the Crown land").

NOW THIS AGREEMENT WITNESSETH

1. This Agreement, the contracts of sale, the transfer and surrender, leases and licence referred to herein shall not be of any force or effect nor shall the parties have any claim against each other in respect of any matter arising out of or in connexion therewith until they have been ratified validated approved or otherwise given effect by an Act of the Parliament of Victoria which comes into operation before the thirtieth day of June One thousand nine hundred and eighty six.

2. In consideration of the companies selling and surrendering the land to the State upon the terms and conditions contained in the contracts of sale and the transfer and surrender annexed hereto—

(a) the State shall grant to Boral Resources (Vic.) Pty. Ltd. a lease of the land (but excluding that portion of the land contained in Certificate of Title Volume 9598 Folio 978 which is not being closed as a road) upon the terms and conditions contained in the lease annexed hereto; and

(b) the Minister shall grant to Boral Resources (Vic.) Pty. Ltd.—

(i) an extractive industry lease in respect of the Crown land and the land which lies below 15.24 metres from the surface underneath that land referred to in Certificates of Title—

<i>Volume</i>	<i>Folio</i>
8319	872
8701	447
8054	398
8056	650
8194	221
8128	878
9598	978
8547	483
7130	857
7238	425
8259	334
6449	718

(ii) an extractive industry licence in respect of the land—

upon the terms and conditions contained in the respective lease and licence annexed hereto.

3. The State agrees to grant to Boral Resources (Vic.) Pty. Ltd. right of way over that portion of the land contained in Certificate of Title Volume 9598 Folio 978 which shall continue to be used as a road for the duration of the term of the leases and licence annexed hereto.

SCHEDULE—continued

4. Boral Resources (Vic.) Pty. Ltd. agrees to maintain the access roads leading from Wellington Road Lysterfield to the land for the duration of the term of the leases and licence annexed hereto. Maintenance of the access roads shall include their proper formation, adequate drainage, sealing with hot mix asphalt, edging with concrete edging strips including channelization of culverts and bellmouth layouts at the intersections with Wellington Road.

For the purposes of this clause:

"Adequately drained" means the construction and regular maintenance of an approved table drain along each access road, 220 mm minimum diameter culverts to be placed in each road sag curve and all culvert inlets to be boxed and lined with concrete. All culvert outlets shall extend out from down batter walls which shall be provided with a stone or concrete protective apron.

"Properly formed" means removing all debris and organic material prior to stripping for formation, forming the subgrade with cross falls of 1 in 20 minimum, layering and compacting each layer of fill material on sections of roads composed of fill, cleaning out all soft spots on formed roads and replacing with crushed rock, covering the subgrade with crushed rock and constructing the roads to a minimum pavement width of 7.3 metres.

5. Boral Resources (Vic.) Pty. Ltd. shall pay, in addition to the royalties provided for in the lease referred to in sub-clause 2 (b) above, a reclamation levy of not less than 22 cents per tonne on all stone extracted from its original place on the land and the Crown land pursuant to the said lease and licence on the following basis:

(a) The rate per tonne of the reclamation levy shall be reviewed every five (5) years throughout the term of the said lease and licence and if Boral Resources (Vic.) Pty. Ltd. and the Minister fail to agree on a new rate the rate shall be fixed (at a rate not less than that applicable for the previous five (5) year period) by an arbitrator appointed by the Chairman of the Extractive Industries Council at the instigation of either the said company or the Minister.

(b) The reclamation levy payable in cents per tonne for each five (5) year period shall be determined as the "net bin return" in accordance with the formula—

$$\text{Net bin return (in cents)} \times \frac{2.36}{100}$$

(c) The net bin return as referred to in (b) above shall be the total receipts of the said company for the sale of all stone extracted from its original place on the land and the Crown land as determined from the financial accounts of the said company and as verified by independent audit by a registered company auditor divided by the total tonnage of sales of stone for that period.

(d) Notwithstanding the aforesaid method of calculating the reclamation levy, the amount of reclamation levies payable in respect of any one year shall not be less than the amounts set out hereunder—

years 1 to 5 (inclusive) of this agreement	\$100 000.00
years 6 to 10 (inclusive) of this agreement	\$200 000.00
years 11 to 50 (inclusive) of this agreement	\$300 000.00

(e) Reclamation levy payments shall be made by Boral Resources (Vic.) Pty. Ltd. half yearly within thirty days after the first day of January and the first day of July each year.

6. (a) The purpose of Boral Resources (Vic.) Pty. Ltd. paying the reclamation levy is to provide the moneys required for progressive reclamation of the land and the Crown land in planned stages as quarrying ceases.

(b) The State shall, to the extent that reclamation levies have been paid, progressively make available moneys for the reclamation of the land and the Crown land as provided for in the documents annexed to this Agreement.

(c) The liability of Boral Resources (Vic.) Pty. Ltd. to meet the obligations imposed on it in respect of reclamation work to the land and the Crown land by the documents annexed to this Agreement is conditional upon the State providing the necessary moneys for such work.

7. The Minister and any one or more of the Companies may from time to time enter into agreements or arrangements for better giving effect to the provisions of this Agreement.

SCHEDULE—*continued*

8. If Boral Resources (Vic.) Pty. Ltd. takes or has taken or has instituted against it any action or proceedings whether voluntary or compulsory which has an object or may result in its winding up, other than a voluntary winding up by members for the purpose of reconstruction or amalgamation, or is placed under official management or enters into a compromise or other arrangement with its creditors or if a receiver or a receiver and manager is appointed to carry on its business for the benefit of its creditors or any of them, the State may terminate this Agreement by giving notice in writing of termination to Boral Resources (Vic.) Pty. Ltd.

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

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

Signed sealed and delivered by the Honourable ROBERT CLIVE FORDHAM in the presence of:

ROBERT CLIVE FORDHAM

P. BEAN

The common seal of BORAL RESOURCES (VIC.) PTY. LTD. was hereunto affixed in accordance with its Articles of Association in the presence of:

L.S.

P. H. CLARKE, Director
D. E. PERKINS, Director

The common seal of BAYVIEW LTD. was hereunto affixed in accordance with its Articles of Association in the presence of:

L.S.

P. H. CLARKE, Director
D. E. PERKINS, Director

The common seal of DANDENONG QUARRIES PTY. LTD. was hereunto affixed in accordance with its Articles of Association in the presence of:

L.S.

P. H. CLARKE, Director
D. E. PERKINS, Director

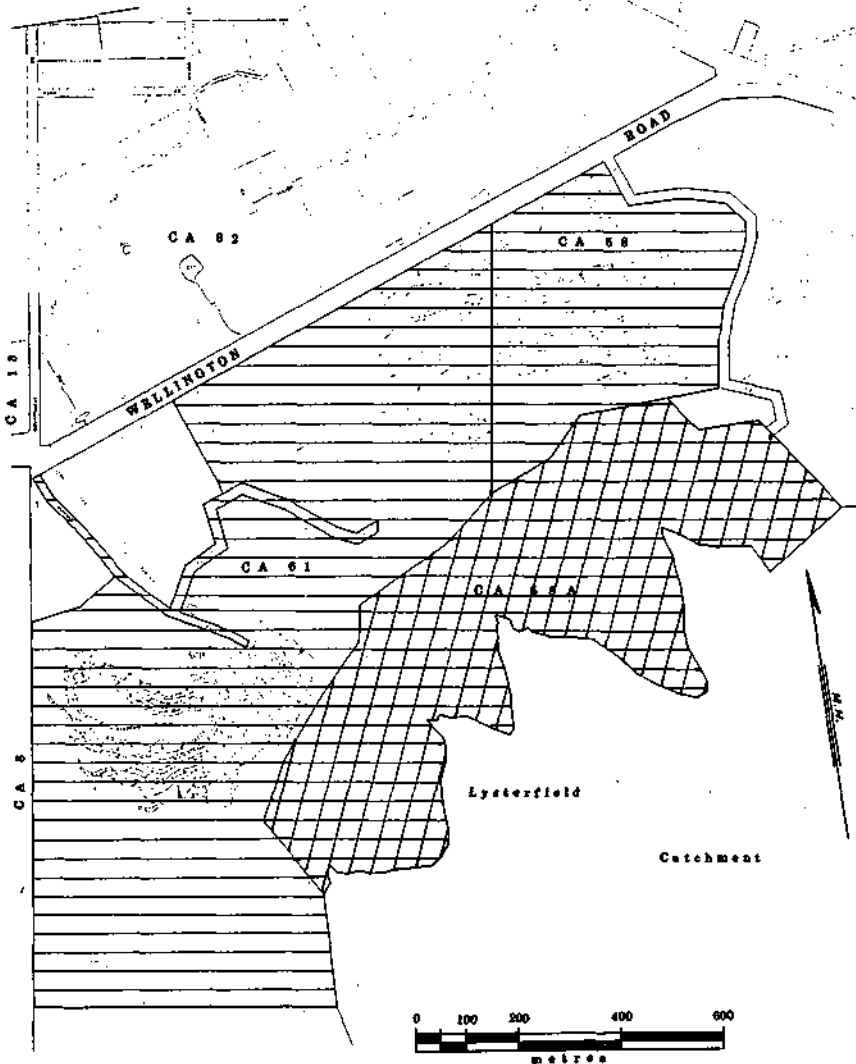
SCHEDULE—continued

SCHEDULE TO AGREEMENT

<i>Name of Registered Proprietor</i>	<i>Certificate of title</i>	
	<i>Volume</i>	<i>Folio</i>
Dandenong Quarries Pty. Ltd.	8319	872
" " "	8701	447
" " "	8054	398
" " "	8056	650
" " "	8194	221
" " "	8128	878
" " "	9598	978
Albion Reid Pty. Ltd.	8547	483
" " "	7130	857
" " "	7238	425
" " "	8259	334
" " "	6449	718
Bayview Ltd.		
"	4666	034
"	5435	949
"	8343	781

SCHEDULE—continued

PLAN ANNEXED TO AGREEMENT



PARISH OF NARREE WORRAN



SCHEDULE—continued

ANNEXURES TO AGREEMENT

CONTRACT—BORAL RESOURCES (VIC.) PTY. LTD.

THIS CONTRACT is made the 10th day of April 1986 between Boral Resources (Vic.) Pty. Ltd. a company incorporated under the *Companies Act 1961* whose registered office is situated at 350 La Trobe Street, Melbourne in the State of Victoria (hereinafter called "the Vendor") of the first part and the Honourable Robert Clive Fordham, Minister for Industry, Technology and Resources of the State of Victoria (hereinafter called "the Minister") for and on behalf of Her Majesty Queen Elizabeth II and Her Majesty's Government of the State of Victoria (hereinafter called "the Purchaser") of the other part.

WHEREAS the vendor desires to sell and the Purchaser desires to purchase the land hereinafter described in the particulars of sale on the terms and conditions hereinafter set out.

Now This Contract Witnesseth

1. The Vendor sells and the Purchaser buys the land for the price and upon the conditions set out in this contract.

2. The conditions of this contract are as follows:

- (a) This sale is subject to the Purchaser assuming liability on the settlement date for all registered easements.
- (b) The Vendor shall deliver possession of the land to the Purchaser upon payment of the deposit to the Vendor.
- (c) All moneys payable to the Vendor pursuant to this Contract shall be paid to the Vendor at its registered office.
- (d) A party breaching this contract shall pay upon demand—
 - (i) all reasonable expenses incurred by the other party as a result of the breach; and
 - (ii) interest pursuant to the terms of this contract
 and until payment the residue shall be varied by the addition or subtraction of those amounts (as the case may be)
- (e) If the time for performing any obligation expires on a Saturday, Sunday or bank holiday then time shall be extended until the next business day.
- (f) The conditions in Table A of the *Transfer of Land Act 1958* shall apply to this Contract subject to any alteration by the conditions of this Contract.

3. The following are the particulars of this sale:

VENDOR'S SOLICITOR

J. M. Smith and Emmerton 20th Level State Bank Centre 385 Bourke Street
Melbourne, 3000 DX 361 Tel: 67 9351

PURCHASER'S SOLICITOR

R. J. Lambert Crown Solicitor 221 Queen Street Melbourne, 3000 DX 30 Tel:
603 6752

LAND—The whole of the land described in Certificates of Title

Volume 8547	Folio 483
7130	857
7238	425
8259	334
6449	718

PRICE—Four hundred and ninety-four thousand four hundred dollars (\$494 400.00)

DEPOSIT—Forty-four thousand four hundred dollars (\$44 400.00) payable on the signing of this Contract.

RESIDUE—Four hundred and fifty thousand dollars (\$450 000.00)

PAYMENT OF RESIDUE by yearly instalments of nine thousand dollars (\$9 000.00) payable on the 10th day of April in each year for the next fifty years the first payment to be made on the 10th day of April 1986

SCHEDULE—*continued*

SETTLEMENT DATE is the date upon which legal title to the land shall be given, namely, upon acceptance of title and payment in full of the residue.

DAY OF SALE is the day first hereinbefore mentioned

4. The Vendor's statement required by s. 32 (1) of the *Sale of Land Act* 1962 is attached to, and included in, this contract.

In witness whereof the parties have executed this contract the day and the year first hereinbefore written.

Signed by the Honourable ROBERT CLIVE
FORDHAM in the presence of

ROBERT CLIVE FORDHAM

P. BEAN

The Common Seal of BORAL RESOURCES
(VIC.) PTY. LTD. was hereunto affixed in
accordance with its articles of association in
the presence of

L.S.

P. H. CLARKE, Director
D. E. PERKINS, Director

SCHEDULE—continued

CONTRACT—BAYVIEW LTD.

THIS CONTRACT is made the 10th day of April 1986 between Bayview Limited, a company incorporated under the *Companies Act 1961* whose registered office is situated at 350 LaTrobe Street, Melbourne in the State of Victoria (hereinafter called "the Vendor") of the first part and the Honourable Robert Clive Fordham, Minister for Industry, Technology and Resources of the State of Victoria (hereinafter called "the Minister") for and on behalf of Her Majesty Queen Elizabeth II and Her Majesty's Government of the State of Victoria (hereinafter called "the Purchaser") of the other part.

WHEREAS the Vendor desires to sell and the Purchaser desires to purchase the land hereinafter described in the particulars of sale on the terms and conditions hereinafter set out.

Now This Contract Witnesseth

1. The vendor sells and the purchaser buys the land for the price and upon the conditions set out in this contract.
2. The conditions of this contract are as follows:
 - (a) This sale is subject to the Purchaser assuming liability on the settlement date for all registered easements.
 - (b) The Vendor shall deliver possession of the land to the Purchaser upon payment of the deposit to the Vendor.
 - (c) All moneys payable to the Vendor pursuant to this Contract shall be paid to the Vendor at its registered office.
 - (d) A party breaching this contract shall pay upon demand—
 - (i) all reasonable expenses incurred by the other party as a result of the breach; and
 - (ii) interest pursuant to the terms of this contract and until payment the residue shall be varied by the addition or subtraction of those amounts (as the case may be).
 - (e) If the time for performing any obligation expires on a Saturday, Sunday or bank holiday then the time shall be extended until the next business day.
 - (f) The Conditions of Table A of the *Transfer of Land Act 1958* shall apply to this Contract subject to any alteration by the conditions of this Contract.
3. The following are the particulars of this sale:

VENDOR'S SOLICITOR

J. M. Smith and Emmerton
20th Level
State Bank Centre
385 Bourke Street
Melbourne, 3000
DX 361 Tel: 67 9351

PURCHASER'S SOLICITOR

R. J. Lambert
Crown Solicitor
221 Queen Street
Melbourne, 3000
DX 30 Tel: 603 6752

LAND—The whole of the land described in Certificates of Title

Volume 4666	Folio 034
5435	949
8343	781

ADDRESS—Wellington Road, Lysterfield

PRICE—Seven hundred and twenty-five thousand one hundred and twenty dollars (\$725 120.00)

DEPOSIT—Sixty five thousand one hundred and twenty dollars (\$65 120.00) payable on the signing of this Contract

RESIDUE—Six hundred and sixty thousand dollars (\$660 000.00)

SCHEDULE—*continued*

PAYMENT OF RESIDUE by yearly instalments of thirteen thousand two hundred dollars (\$13 200.00) payable on the 10th day of April in each year for the next fifty years the first payment to be made on the 10th day of April 1986

SETTLEMENT DATE is the date upon which legal title to the land shall be given, namely, upon acceptance of title and payment in full of the residue

DAY OF SALE is the day first hereinbefore mentioned

4. The Vendor's statement required by s. 32 (1) of the *Sale of Land Act 1962* is attached to, and included in, this contract.

In witness whereof the parties have executed this contract the day and the year first hereinbefore written.

Signed by the Honourable ROBERT CLIVE
FORDHAM in the presence of

ROBERT CLIVE FORDHAM

P. BEAN

The Common Seal of BAYVIEW LIMITED
was hereunto affixed in accordance with its
articles of association in the presence of

L.S.

P. H. CLARKE, Director
D. E. PERKINS, Director

SCHEDULE—continued

CONTRACT—DANDENONG QUARRIES PTY. LTD.

THIS CONTRACT is made the 10th day of April 1986 between Dandenong Quarries Pty. Ltd., a company incorporated under the *Companies Act 1961* whose registered office is situated at 350 LaTrobe Street, Melbourne in the State of Victoria (hereinafter called "the Vendor") of the first part and the Honourable Robert Clive Fordham, Minister for Industry, Technology and Resources of the State of Victoria (hereinafter called "the Minister") for and on behalf of Her Majesty Queen Elizabeth II and Her Majesty's Government of the State of Victoria (hereinafter called "the Purchaser") of the other part.

WHEREAS the Vendor desires to sell and the Purchaser desires to purchase the land hereinafter described in the particulars of sale on the terms and conditions hereinafter set out.

Now This Contract Witnesseth

1. The Vendor sells and the Purchaser buys the land for the price and upon the conditions set out in this contract.

2. The conditions of this contract are as follows:

- (a) This sale is subject to the Purchaser assuming liability on the settlement date for all registered easements.
- (b) The Vendor shall deliver possession of the land to the Purchaser upon payment of the deposit to the Vendor.
- (c) All moneys payable to the Vendor pursuant to this Contract shall be paid to the Vendor at its registered office.
- (d) A party breaching this contract shall pay upon demand—
 - (i) all reasonable expenses incurred by the other party as a result of the breach; and
 - (ii) interest pursuant to the terms of this contract—
 and until payment the residue shall be varied by the addition or subtraction of those amounts (as the case may be).
- (e) If the time for performing any obligation expires on a Saturday, Sunday or bank holiday then time shall be extended until the next business day.
- (f) The Conditions in Table A of the *Transfer of Land Act 1958* shall apply to this Contract subject to any alteration by the conditions of this Contract.

3. The following are the particulars of this sale—

VENDOR'S SOLICITOR—

J. M. Smith and Emmerton
20th Level
State Bank Centre
385 Bourke Street
Melbourne, 3000
DX 361 Tel: 67 9351

PURCHASER'S SOLICITOR—

R. J. Lambert
Crown Solicitor
221 Queen Street
Melbourne, 3000
DX 30 Tel: 603 6752.

LAND—The whole of the land described in Certificates of Title.

Volume 8319	Folio 872
8701	447
8054	398
8056	650
8194	221
8128	878

SCHEDULE—*continued*

ADDRESS—Wellington Road, Lysterfield.

PRICE—Two million seventy-six thousand four hundred and eighty dollars (\$2 076 480.00).

DEPOSIT—One hundred and eighty-six thousand four hundred and eighty dollars (\$186 480.00) payable on the signing of this Contract.

RESIDUE—One million eight hundred and ninety thousand dollars (\$1 890 000.00)

PAYMENT OF RESIDUE by yearly instalments of thirty-seven thousand eight hundred dollars (\$37 800.00) payable on the 10th day of April in each year for the next fifty years the first payment to be on the 10th day of April 1986

SETTLEMENT DATE is the date upon which legal title to the land shall be given, namely, upon acceptance of title and payment in full of the residue.

DAY OF SALE is the day first hereinbefore mentioned.

4. The Vendor's statement required by s. 32 (1) of the *Sale of Land Act 1962* is attached to, and included in, this Contract.

In witness whereof the parties have executed this contract the day and the year first hereinbefore written.

Signed by the Honourable ROBERT CLIVE
FORDHAM in the presence of—

ROBERT CLIVE FORDHAM

P. BEAN

The Common Seal of DANDENONG
QUARRIES PTY. LTD. was hereunto
affixed in accordance with its articles of
association in the presence of—

L.S.

P. H. CLARKE, Director
D. E. PERKINS, Director

SCHEDULE—continued

TRANSFER AND SURRENDER (Clause 2 of Agreement)

Titles Office Use Only

Lodged at the Titles Office by

Code.....

VICTORIA

TRANSFER OF LAND

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed transfers and surrenders to the transferee all his estate and interest in the fee simple in the land described. (Notes 1-4)

Land (Note 5)

CERTIFICATE OF TITLE
VOLUME 9598 FOLIO 978

Consideration (Note 6)

PURSUANT TO AN AGREEMENT OF 1986
in which the transferor and the transferee are parties

Transferor (Note 7)

DANDENONG QUARRIES PTY. LTD.

Transferee (Note 8)

HER MAJESTY QUEEN ELIZABETH II

Date 10th day of April 1986

Execution & Attestation (Note 9)

The Common Seal of DANDENONG QUARRIES PTY. LTD.
was hereunto affixed in accordance with its
articles of association in the presence of

P. H. CLARKE, Director
D. E. PERKINS, Director

L.S.

Comptroller of Stamps Use Only

SCHEDULE—continued

LEASE OF LAND

THIS LEASE made the 10th day of April 1986 between the Honourable Robert Clive Fordham, Minister for Industry, Technology and Resources of the State of Victoria (hereinafter called "the Minister") for and on behalf of Her Majesty Queen Elizabeth II and Her Majesty's Government of the State of Victoria (hereinafter called "the lessor") of the one part and Boral Resources (Vic.) Pty. Ltd. a company incorporated under the *Companies Act* 1961, whose registered office is situated at 350 La Trobe Street, Melbourne in the said State (hereinafter called "the lessee") of the other part.

WITNESSETH AS FOLLOWS:

1. In consideration of the rent hereinafter reserved and the covenants and agreements by the lessee hereinafter contained the lessor HEREBY DEMISES unto the lessee—

- (a) all those pieces of land described in the certificates of title specified in the schedule hereto;
- (b) those pieces of land being the land indicated by hatching on the plan in the schedule hereto and being part of the land contained in certificate of title Volume 9598 Folio 978—

(hereinafter called "the land") TO HOLD the same (with the liberties mentioned in clause 2 hereto) unto the lessee from the 10th day of April 1986 for the term of 50 years determinable as hereinafter mentioned YIELDING AND PAYING yearly the rent of SIXTY THOUSAND DOLLARS (\$60 000) which shall be paid on the 10th day of April in each year of the term of this lease.

2. There are included in the said demise and for the purposes thereof the liberties following:

- (a) To enter upon the land and to search for, dig, work and obtain by excavations and quarryings open to the daylight and not by underground workings stone and to crush, store, carry away and dispose of stone from the land for the lessee's benefit;
- (b) To make and construct any tramways, machinery, buildings, roads or ways on the land which may be necessary or convenient for the effectual working, getting, carrying away and disposing of stone; and
- (c) Generally to do all things which shall be necessary for working the land as a quarry in accordance with the terms and conditions of any extractive industry licence (or equivalent licence) that may be held by the lessee from time to time in respect of the land.

3. The lessee for itself its successors and assigns to the intent that the obligations may continue throughout the said term hereby covenants with the lessor that it shall—

- (a) pay the reserved rent at the times and in the manner aforesaid;
- (b) pay and discharge all existing and future rates, taxes, assessments, fire insurance premiums and other outgoings in respect of the land;
- (c) not assign or underlet or part with possession of the land or any part thereof without the written consent of the lessor and the provisions of section 144 of the *Property Law Act* 1958 are hereby expressly negated;
- (d) at all times comply with all laws applicable in the State of Victoria that in any way affect or apply to the land or the operations of the lessee thereon;
- (e) at all times comply with the terms and conditions of any extractive industry licence or lease that may be applicable to the operations of the lessee in relation to the land;
- (f) make and keep in repair sufficient fences for the protection of man and beast around the land;
- (g) permit any authorized employee or agent of the lessor at all reasonable times to enter upon inspect and examine the land for the purpose of ascertaining whether the same is in good order condition and repair and upon receipt of notice in writing from the lessor in respect of any breach of the lessee's covenants to comply with the notice and execute in accordance therewith any repairs or other works required to be done; and
- (h) at the expiration or other sooner determination of the said term deliver up to the lessor the land in such state and condition as shall be consistent with the due exercise of the liberties and performance of the covenants hereinbefore contained.

SCHEDULE—continued

4. The lessor hereby covenants with the lessee that the lessee paying the rent and observing and performing the several covenants and conditions herein on its part contained shall and may peaceably hold and enjoy the premises liberties and powers hereby demised and granted during the said term without any interruption by the lessor or any person rightfully claiming under or in trust for it.

5. AND IT IS HEREBY AGREED AS FOLLOWS:

- (a) If the rent hereby reserved or any part thereof shall be in arrear for thirty (30) days (whether legally demanded or not) or if the lessee shall commit any breach of the covenants and conditions hereinbefore contained and on its part to be observed and performed then and in either case it shall be lawful for the lessor at any time thereafter to enter upon the land and thereupon this demise shall absolutely determine but without prejudice to any right of action of the lessor in respect of any breach of the lessee's covenants herein contained;
- (b) That this lease may be determined by the lessor or the lessee if the lessee, Bayview Ltd. or Dandenong Quarries Pty. Ltd. fail to provide satisfactory answers to requisitions on title to the lessor in respect of contracts for the sale of any of the land specified in the certificates of title referred to in the Schedule hereto dated the 10th day of April 1986 between the lessor and lessee Bayview Ltd. and Dandenong Quarries Pty. Ltd. respectively and in the event of such determination all moneys paid pursuant to this lease shall be refunded;
- (c) The lessee may at the expiration or sooner determination of the said term or within six (6) months thereafter remove from the land all tramways machinery and buildings built or erected by it;
- (d) If the lessee is placed in liquidation, dissolved or becomes defunct then it shall be lawful for the lessor at any time thereafter to determine this lease by giving to the lessee or the liquidator thereof written notice in that behalf and thereupon this lease shall absolutely determine but without prejudice to any right of action of the lessor in respect of any breach of the lessee's covenants herein contained.

IN WITNESS WHEREOF the parties have hereunto executed this lease the day and the year first before written.

Signed sealed and delivered by the said
ROBERT CLIVE FORDHAM in the
presence of—

ROBERT CLIVE FORDHAM

P. BEAN

The Common Seal of BORAL RESOURCES
(VIC.) PTY. LTD. was hereunto affixed in
accordance with its Articles of Association
in the presence of—

L.S.

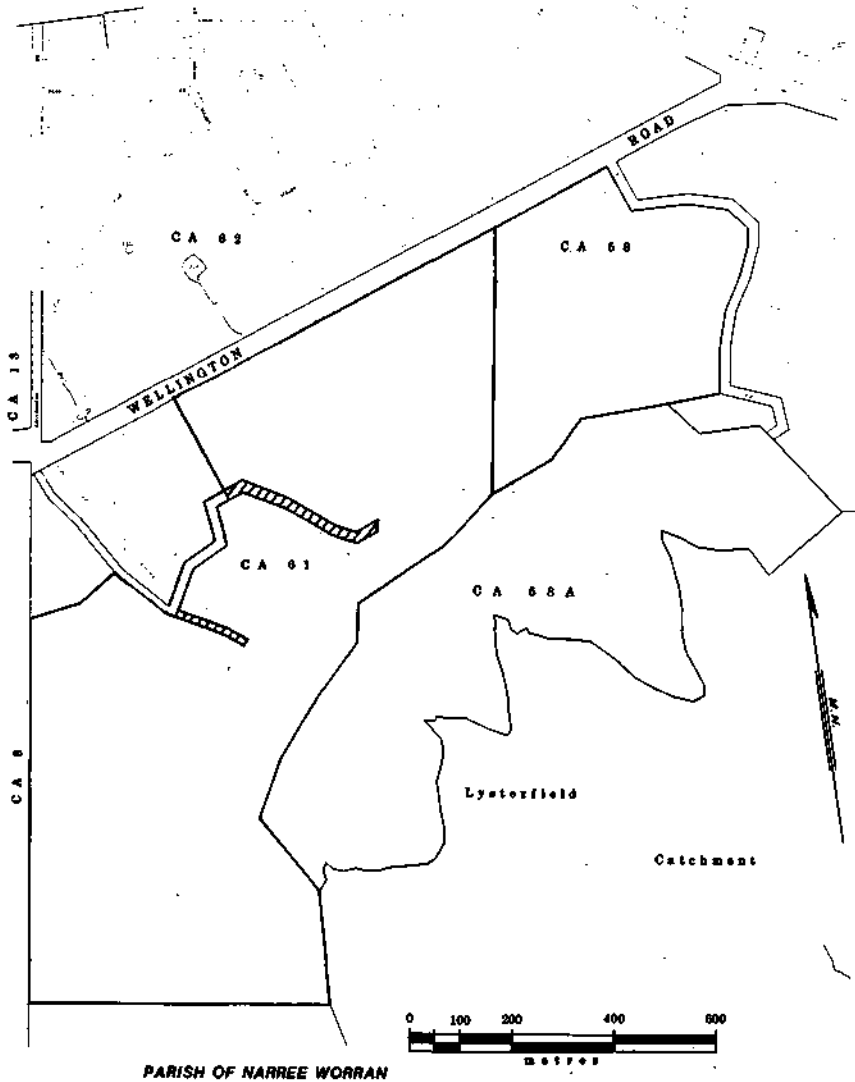
P. H. CLARKE, Director
D. E. PERKINS, Director

SCHEDULE—continued

SCHEDULE TO LEASE OF LAND

Certificates of Title			
Volume	Folio	Volume	Folio
8319	872	8701	447
8054	398	8056	650
8194	221	8128	878
8547	483	7130	857
7238	425	8259	334
6449	718	4666	034
5435	949	8343	781

PLAN FOR LEASE OF LAND



PARISH OF NARREE WORRAN



SCHEDULE—continued
EXTRACTIVE INDUSTRY LEASE

THIS LEASE made the 10th day of April 1986 between the Honourable Robert Clive Fordham, Minister for Industry, Technology and Resources for the State of Victoria (hereinafter called "the Minister") of the one part and Boral Resources (Vic.) Pty. Ltd. of 350 La Trobe Street, Melbourne carrying on operations in the Parish of Narree Worran in the State of Victoria in the Commonwealth of Australia (hereinafter called the "lessee") of the other part witnesseth that in consideration of the rents hereinafter reserved and of the covenants and provisos hereinafter contained the Minister doth by these presents demise and grant unto the lessee—

- (a) ALL that piece of land containing 39.86 hectares in Crown Allotment 58A Parish of Narree Worran and being the land which is cross hatched on the plan in Schedule A to this lease;
- (b) ALL that land containing 72.64 hectares which lies below 15.24 metres from the surface underneath that land referred to in Certificates of Title—

<i>Volume</i>	<i>Folio</i>	<i>Volume</i>	<i>Folio</i>
8319	872	8547	483
8701	447	7130	857
8054	398	7238	425
8056	650	8259	334
8194	221	6449	718
8128	878		

- (c) THOSE pieces of land being the land indicated by hatching on the plan in Schedule B hereto and being part of the land contained in Certificate of Title Volume 9598 Folio 978—
(hereinafter called "the land").

INCLUDING in such demise and grant during their continuance the right to search work quarry and process for the lessees own use and benefit the stone on or in the land demised.

TO HOLD the land and premises hereby demised with the appurtenances (subject nevertheless to such rights interests and authorities as may be lawfully subsisting therein at the date of these presents) unto the lessee from the date hereof for the term of fifty years next ensuing for the purpose of quarrying thereon and therein for stone together with the rights and liberties hereinbefore expressly granted but for no other purpose YIELDING AND PAYING therefor unto the Minister during the term the yearly rent of one thousand five hundred and twenty seven dollars and seventy four cents (\$1527.74) by equal half-yearly payments of seven hundred sixty three dollars eighty seven cents (\$763.87) each to be made in advance the first payment to be made on the day and date hereof and the next payment on the 10th day of April next and then succeeding payments respectively to be made on the same days in each succeeding year clear of all rates taxes and assessments to which the said land and premises are now or at any time during the said term may be subject or liable. The abovementioned yearly rent is based on a rate of \$11.50 per hectare of the land demised. The yearly rent shall be adjusted from time to time in accordance with alterations to the rate per hectare made pursuant to amendments to the *Extractive Industries Act 1966* or the regulations made thereunder.

THE LESSEE hereby covenants with the Minister that:

1. It shall during the said term pay unto the Minister clear of all deductions the rent hereby reserved at the times and in the manner herein before appointed for payment thereof.
2. It shall throughout the term of the lease pay a royalty on all stone extracted from the land at the rate fixed from time to time pursuant to the provisions of the *Extractive Industries (Leases, Licences, Permits) Regulations*.
3. It shall pay the said royalty yearly within thirty days after the first day of January in each year, the payment to be made within the time of payment named occurring next after any stone has been extracted from the land.
4. It shall keep proper books of account of all stone extracted from the land demised and shall furnish to the Minister yearly and not later than the seventh day of January in each and every year during the continuance of this lease a return verified by statutory declaration showing the quantity of stone won from the land.

SCHEDULE—*continued*

5. It shall permit the Minister or such person authorized by the Minister to examine the aforesaid books of account and do all things necessary to determine what quantity of stone has been extracted from the land which determination shall be final and binding on both parties.

6. It shall erect and keep erected during the term posts not less than 0.75 metres high above the ground and painted white with the number of the lease painted legibly thereon so as to define the boundary lines and angles of the land demised and so that each post shall be visible from those nearest to it on each side.

7. It shall before commencing to sink any shaft or drive any tunnel on the land demised or to use any shaft or tunnel already sunk or driven thereon deposit with the Minister such sum as he may fix by way of guarantee that before any such shaft or tunnel is abandoned it will be securely covered or otherwise protected to the satisfaction of the Minister or such person authorized by him.

8. It shall securely cover as aforesaid any such shaft or tunnel before abandoning the same and if the lessee shall fail so to do the Minister may cause such covering to be done and the cost thereof shall be paid out of the sum to be deposited as aforesaid.

9. This lease is subject to the following terms and conditions and to the special conditions referred to in clause 16 hereof and to the *Extractive Industries Act 1966* and all Regulations made thereunder in so far as they are not inconsistent with the foregoing terms and conditions.

10. It shall on or before 31 August in each year supply to the Minister in respect of the land held under lease the statistics as required by Regulation 407 of the *Extractive Industries General Operating Regulations* for the year ended on the preceding 30 June and shall, if and when required by the Minister, supply a statement showing:

- (a) the number and designation of persons employed, inclusive of office and supervisory staff;
- (b) the particulars of contracts (if any) let with any persons to work in upon or in connexion with all or any of the demised land; and
- (c) the number of workmen employed under such contracts.

11. It shall ensure that the quarry is operated in accordance with the Approved Working Plan and the Approved Working Proposal.

12. It shall submit annually plans of the quarry and its workings showing changes since the last previous submission of plans and give details of working proposals for the ensuing twelve months.

13. It shall during the said term compensate the occupier or occupiers or lessee or lessees from the Crown of any adjoining land in respect of any damage which may be sustained by him or them by the working of the quarry or the carrying on of the works thereof or by any other works connected therewith such compensation to be determined by the Minister or other person authorized by him so to do.

14. It shall at all times during the term keep and preserve the quarry and premises in good repair and condition and at the end or other sooner determination of the term will deliver up peaceable possession thereof and of all and singular the premises hereby demised to the Minister.

15. It shall permit the Minister or other person authorized by him with all proper assistants at all reasonable times during the term quietly to enter into and upon every part of the quarry and to survey and examine the state and condition thereof and for the purposes aforesaid to descend all excavations and to use all roads ways engines ropes machinery gear labour and other things in or on the quarry or in or on any adjacent land held in connexion therewith which shall be deemed necessary by him without making any compensation for the same so nevertheless that in so doing no unnecessary interference be caused with the working of the quarry.

16. It shall observe, perform, fulfil and be bound by the special conditions contained in Schedule B to an *Extractive Industry licence* between the parties of even date which shall apply to the land and the parties to this lease with due alteration of details as if such special conditions had been expressly contained herein.

17. It shall not use or occupy nor permit to be used or occupied the said land other than for the purpose of exercising the rights and liberties hereinbefore expressly granted.

SCHEDULE—*continued*

18. It shall not cut any timber on the lands hereby demised before obtaining a licence permit or authority from the Minister administering the *Forests Act 1958* so to do.

19. It shall not assign the lease or sublet the land comprised in the lease without the consent of the Minister first had and obtained.

PROVIDED ALWAYS and it is hereby agreed and declared in manner following:

20. That the Minister or other officer authorized by the Minister may from time to time by order in writing direct that such engineering or other works be constructed and erected as in his opinion may be required for the support of the surface of the said land or any land adjoining thereto or as a precaution against any contingent damage to any road or street (if any) included in or hereafter to be formed on the land hereby demised or immediately adjacent thereto and as shall be specified in such order and the lessee shall upon receipt of such order forthwith proceed and with all convenient speed continue until the same shall be completed to execute at the lessee's cost to the satisfaction of the said Minister or such officer aforesaid all such work as shall be so specified.

21. And lastly that if the lessee shall at any time during the said term fail to use the land bona fide for the purpose for which it has been demised or if and whenever the said rent shall be in arrear for seven days after the time appointed for payment thereof whether the same shall have been legally demanded or not or if and whenever there shall be a breach of or non-compliance with the covenants and provisos herein contained by the lessee the Minister may forthwith terminate this lease.

IN WITNESS WHEREOF the parties hereto have executed this lease the day and year first hereinbefore mentioned.

Signed sealed and delivered by ROBERT CLIVE FORDHAM in the presence of

ROBERT CLIVE FORDHAM

P. BEAN

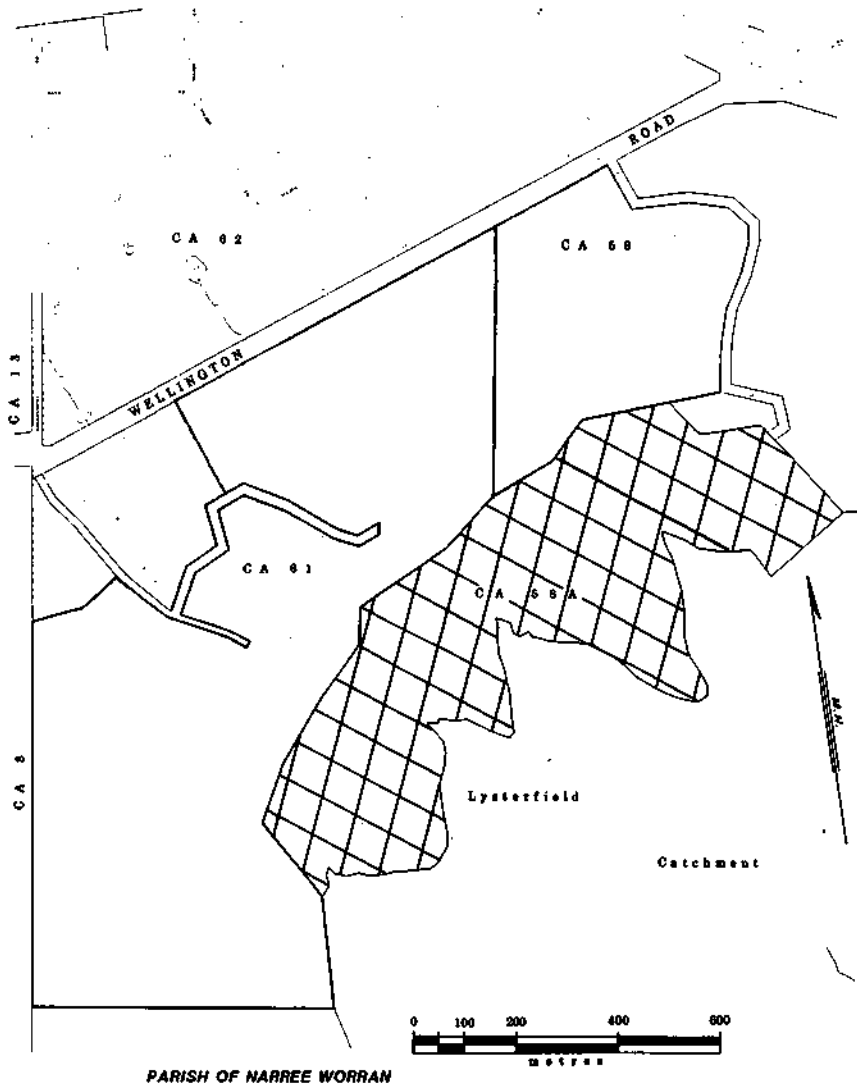
The Common Seal of BORAL RESOURCES (VIC.) PTY. LTD. was hereunto affixed in accordance with its articles of association in the presence of

L.S.

P. H. CLARKE, Director
D. E. PERKINS, Director

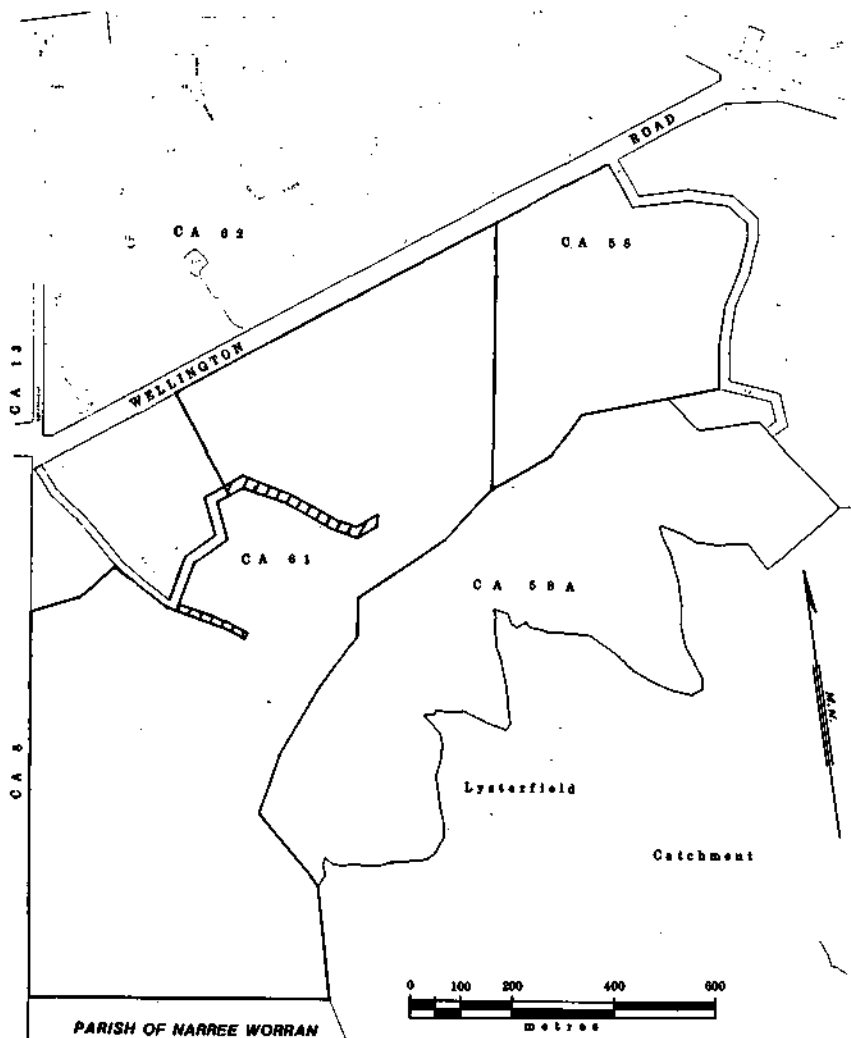
SCHEDULE--continued

SCHEDULE A TO EXTRACTIVE INDUSTRY LEASE



SCHEDULE—continued

SCHEDULE B TO EXTRACTIVE INDUSTRY LEASE



SCHEDULE—*continued*

EXTRACTIVE INDUSTRY LICENCE

I. ROBERT CLIVE FORDHAM Minister for Industry, Technology and Resources for the State of Victoria (hereinafter called "the Minister"), hereby grant for a term of fifty years to BORAL RESOURCES (VIC.) PTY. LTD. of 350 La Trobe Street, Melbourne (hereinafter called "the licensee") licence and authority to quarry on the land indicated by hatching and delineated on the plan contained in Schedule "A" hereto and being the land more particularly described in certificates of title—

<i>Volume</i>	<i>Folio</i>	<i>Volume</i>	<i>Folio</i>
8319	872	7130	857
8701	447	7238	425
8054	398	8259	334
8056	650	6449	718
8194	221	4666	034
8128	878	5435	949
8547	483	8343	781

(hereinafter referred to as "the land") for stone.

This licence is subject to the following terms and conditions and to such other special conditions as are contained in Schedule "B" hereto and to the provisions of the *Extractive Industries Act 1966* and all Regulations made thereunder in so far as they are not inconsistent with the aforementioned terms and conditions:

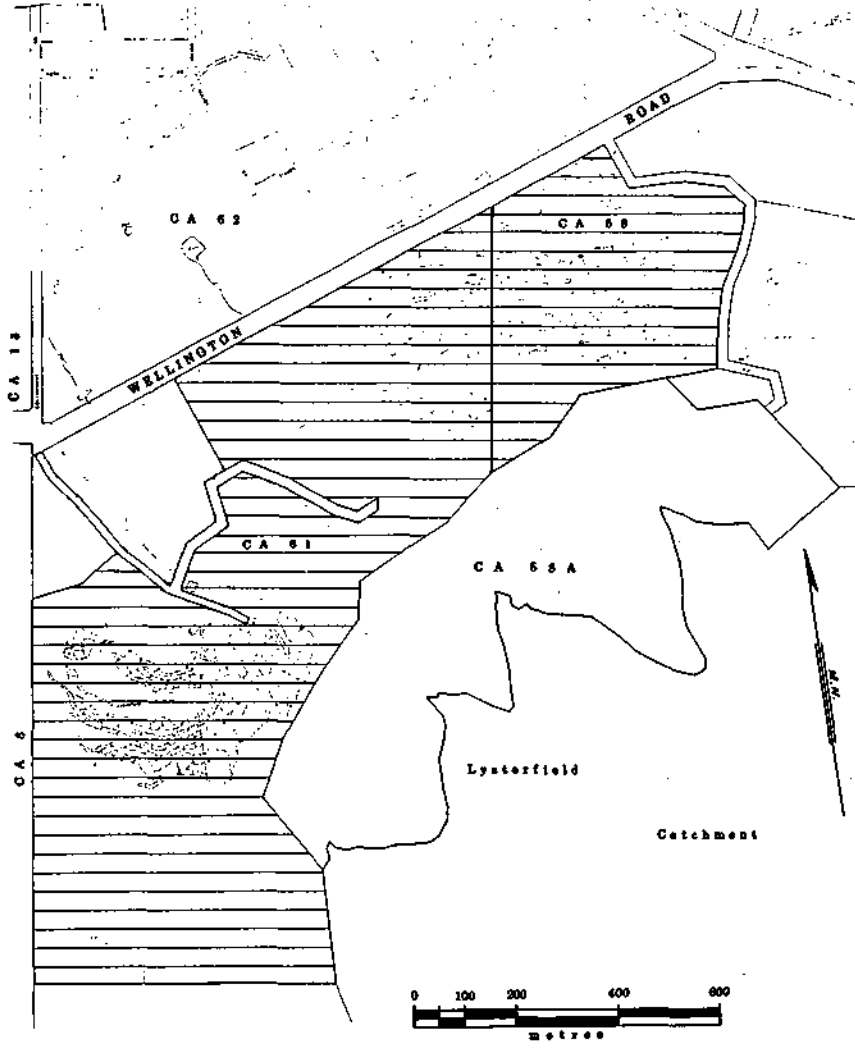
1. The licensee shall give the Minister or person authorized by him 21 days' notice of his intention to start quarrying and three months' notice of his intention to cease quarrying.
2. The licensee shall on or before 31 August in each year supply to the Minister in respect of the land held under licence the statistics as required by Regulation 407 of the *Extractive Industries General Operating Regulations 1968* for the year ended on the preceding thirtieth day of June and shall, if and when required by the Minister, supply a statement showing—
 - (a) the number and designation of persons employed, inclusive of office and supervisory staff;
 - (b) the particulars of contracts (if any) let with any persons to work in or upon or in connexion with all or any of the land; and
 - (c) the number of workmen employed under such contracts.
3. The licensee shall erect and keep erected during the currency of the licence posts not less than 0.75 metres high above the ground and painted white with the number of the licence painted legibly thereon so as to define the boundary lines and angles of the land and so that each post shall be visible from those nearest to it on each side.
4. The Minister or other person authorized by him may at all reasonable times during the currency of the licence enter upon the land and survey and examine the condition thereof.
5. The licensee shall not assign the licence or sub-licence the land comprised in the licence without the consent of the Minister first had and obtained.
6. If the licensee at any time during the said term fails to use the land bona fide for the purpose of quarrying or if and whenever there is a breach of or non-compliance with the terms and conditions herein contained, the Minister may revoke the licence.

ROBERT CLIVE FORDHAM
Minister for Industry Technology and Resources

Dated the 10th day of April 1986.

SCHEDULE—continued

SCHEDULE A TO EXTRACTIVE INDUSTRY LICENCE



PARISH OF NARREE WORRAN

SCHEDULE—*continued*SCHEDULE B TO EXTRACTIVE INDUSTRY LICENCE
Special Conditions

1. PLANS AND PROPOSALS

- 1.1 The licensee shall, subject to the following licence conditions operate the quarry in accordance with the Approved Working Plan and Approved Working Proposal of October 1985 consisting of the following documents:—

Working Plan	VQ5-2
Locality Plan	VQ5-20
Landscape Proposal	VQ5-21
Cross Sections 1-6	VQ5-3
Phase 2. Plant site	VQ5-17
Preliminary Development Plan No. 1 of 11	VQ5-16
Progressive Development Plans	

Phase 1	Stage 1	No 2 of 11	VQ5-5
Phase 1	Stage 2	No 3 of 11	VQ5-6
Phase 1	Stage 3	No 4 of 11	VQ5-7
Phase 1	Stage 4	No 5 of 11	VQ5-18
Phase 1	Stage 5	No 6 of 11	VQ5-1-8
Phase 2	Stage 1	No 7 of 11	VQ5-9
Phase 2	Stage 2	No 8 of 11	VQ5-10
Phase 2	Stage 3	No 9 of 11	VQ5-11
Phase 2	Stage 4	No 10 of 11	VQ5-12
Phase 2	Stage 5	No 11 of 11	VQ5-13

- 1.2 The licensee shall develop the quarry in the order set forth in the Progressive Development Plans.
- 1.3 No variations to the Approved Working Plan or Approved Working Proposal by the licensee shall be permitted without the prior written approval of the Minister.
- 1.4 A new Working Plan shall at least once in every twelve months be submitted by the Licensee to the Minister based on the situation prevailing in the quarry at the time the plan is submitted and incorporating the requirements of and compliance with conditions of the licence. A report shall accompany the plan to qualify any situation that cannot be illustrated.

2. FENCING

- 2.1 Operating areas are to be enclosed with a 2 metre high chain mesh fence, topped with 3 strands of barbed wire on cranked post extensions, each strand of wire shall be 200mm apart with the lower strand 200mm from the barbed selvage.
- 2.2 Any new fencing shall be constructed in accordance with the requirements of and materials specified in AS 1725-1975 Galvanised Rail-less Security Fences and Gates with the following additions:
- 2.2.1 The fence shall not be fitted with a bottom cable. The mesh shall be located at its lower edge by a bottom rail of 40mm tubing placed so that its lower surface is not more than 50mm from the ground.
- 2.2.2 The chain wire shall be fixed to the bottom rail by ties and not by lacing.
- 2.2.3 Fence gradients shall not vary by more than 5 per cent over any 20 metre length.
- 2.3 Gates of similar standard to the fence shall be constructed at all points of access and kept locked when the quarry is not in operation.
- 2.4 Where gates used for access are not associated with bitumen sealed roads and the entry points are not sealed, a concrete apron shall be constructed under the gate such that:
- 2.4.1 The apron measures 2m in length of which 0.5m shall be outside the gate and 1.5m inside.

SCHEDULE—*continued*

2.4.2 The apron runs the full width of the gate.

2.4.3 The gap between gate and apron measures not greater than 150mm.

2.5 All fences, gates and aprons shall be regularly maintained and kept in good repair throughout the term of the licence to the satisfaction of an Inspector of Mines and Quarries (hereinafter referred to as an "Inspector").

3. ROADS

3.1 All roads within the boundary fence surrounding the licensed area (hereinafter referred to as "internal roads") are to be properly formed graded and drained to the satisfaction of an Inspector.

3.2 Where in the opinion of an Inspector the dust nuisance arising from internal roads cannot be properly controlled by the use of water sprays/tankers the internal roads shall be surfaced with a layer of crushed rock or other approved material. This work shall be undertaken in accordance with any instructions including time limits as may be issued in writing by an Inspector.

3.3 Adequate measures must be taken to ensure that mud and clay are not deposited on public roads from the wheels and undercarriage of vehicles leaving the licensed area. If so directed by an Inspector a wheel cleaning device shall be constructed and maintained in an operable condition to the satisfaction of an Inspector in consultation with the City Engineer, City of Knox (hereinafter called "the City Engineer").

3.4 All vehicular traffic leaving the site shall be subject to such traffic control devices as may be required by an Inspector in consultation with the City Engineer.

4. PARKING AREAS

4.1 Parking areas are to be provided within the licensed area for all vehicles used in connection with the operation including private vehicles used by employees and visitors. The parking areas are to be properly formed, drained, sealed and maintained to the satisfaction of an Inspector.

PLANT AREAS

5.1 Areas under and around the plant, storage and stockpile areas which are traversed by road haulage vehicles are to be properly formed, drained, sealed and maintained to the satisfaction of an Inspector.

6. SPILLAGE

6.1 Good truck loading techniques are to be employed so as to ensure extracted material is not spilled from trucks onto public roads.

7. BUILDINGS

7.1 Prior to the construction and/or installation of any new plant, or undertaking alterations to existing plant, detailed plans and specifications are to be submitted for the approval of an inspector appointed by the Minister as Chief Inspector for the purpose of this licence (hereinafter called "the Chief Inspector"). The plans and specifications shall include detailed proposals for the control of noise and dust. Construction work may not commence without the written authorisation of the Chief Inspector in consultation with the City Engineer.

7.2 All crushing, screening and processing plant and associated buildings shall be painted or surface treated in a colour to blend with the surroundings to the satisfaction of an Inspector in consultation with the City Engineer.

7.3 So far as is practicable all buildings associated with processing or materials or plant maintenance including work shops shall be so located and screened that they are not readily visible from outside the site. Screening shall include a combination of earth mounds, shrubs and trees.

8. DERELICT AND REDUNDANT PLANT

8.1 All derelict and redundant plant, vehicles, machinery and equipment shall be either:

8.1.1 Removed from the site.

8.1.2 Properly stored/stockpiled on the site in a location and manner approved by an Inspector.

SCHEDULE—*continued*

9. EXTRACTION LIMITS

- 9.1 Squared wooden posts 80 mm × 80 mm and painted yellow are to be erected and maintained to stand not less than 0.75 metres in height at intervals of not more than 30 metres on the final approved limits of each stage of extraction as shown on the Progressive Development Plans.
- 9.2 No Extraction Stage shall commence before the pegs have been placed to the satisfaction of an Inspector.
- 9.3 No extraction shall take place outside the approved limits.

10. BUFFER ZONES AND VISUAL SCREENING

- 10.1 Existing vegetation in the buffer zones specified in the Approved Working Plan shall be preserved and maintained. Where directed in writing by an Inspector existing vegetation shall be supplemented by additional planting to provide a screen for extractive operations. In issuing directives under this condition the Inspector shall consult with the City Engineer regarding siting of tree screens, species distribution and planting schedules. Species planted shall be selected from the list forming part of Condition 19.6 of this Schedule.
- 10.2 Shrubs and trees planted in accordance with Condition 10.1 of this Schedule shall be maintained in accordance with the requirements of Condition 19.6.
- 10.3 Before planting the area should be ripped to a minimum depth of one metre during late summer and generally along the contour.

11. SOIL RETENTION

- 11.1 All soil including leaf litter and grasses to a depth of 200 mm from natural surface is to be retained for reclamation purposes.
- 11.2 Any soil not immediately used for reclamation of the licensed areas to be stored in neat and tidy dumps not exceeding 3 metres in height. The side slopes of the dumps are to be constructed such that when planted with grasses they can be maintained with mechanical equipment. Soil dumps are to be protected from erosion by provision of adequate drainage and by planting with grasses in accordance with the following Schedule:

Wimmera rye grass	4kg/Ha
Perennial rye grass	10kg/Ha
Creeping bent	2kg/Ha
Suckling cluster clover mixture	6kg/Ha
Marrá sub clover	2kg/Ha

- 11.3 The seed shall be broadcast over the bunds together with appropriate fertilizer. The pasture vegetation shall be regularly watered and maintained and regularly mowed after the initial twelve months generation period.
- 11.4 Any soil dump shall not remain longer than six months without sowing and all pasture mixtures shall be sown during the Autumn or Spring months.

12. OVERBURDEN DUMPS

- 12.1 All overburden and waste material retained on site and not immediately used for reclamation shall be stored in dumps designed as far as practicable to blend with the natural topography of the land, and kept separate from the dumps created under Condition 11.2 of this Schedule.
- 12.2 The dumps created under this Condition shall be located and constructed as approved or directed in writing by the Chief Inspector in consultation with the City Engineer.
- 12.3 All overburden dumps are to be graded, provided with adequate drainage, covered with a minimum of 100 mm of soil, planted with grasses and maintained in accordance with Condition 11.2 of this Schedule.

13. DRAINAGE

- 13.1 Any water discharged from the licensed area must be free of pollutants which may result from extractive and allied operations. Settling dams and such other measures as an Inspector may direct shall be utilised to ensure that any water discharged meets relevant Environment Protection Authority requirements.

SCHEDULE—*continued*

- 13.2 Dams and drainage courses shall be regularly cleared of sludge which shall be disposed of in such a manner that it does not pollute any drains or water courses.
- 13.3 All water shall be discharged at points specified and approved by an Inspector in consultation with the City Engineer. No water shall be discharged into National Park land to the south of the licensed area.

14. OPERATING HOURS

- 14.1 Unless otherwise authorised in writing by an Inspector in consultation with the City Engineer no operations except for essential plant maintenance shall take place outside the hours of 6.00 a.m. to 6.00 p.m. Monday to Saturday inclusive or on a Sunday or Public Holiday.
- 14.2 In authorising any work to be undertaken outside the hours stipulated by Condition 14.1 of this Schedule the Inspector and the City Engineer shall be satisfied that the licensee is able to undertake operations within the limits of noise levels permitted by the State Environmental Protection Policy N-1, or such other policies which may be in force from time to time.
- 14.3 All lighting at the quarry is to be properly screened against the direct projection of light outside the licence boundary to the satisfaction of an Inspector.

15. DUST

- 15.1 Dust resulting from crushing and screening operations is to be suppressed by the use of fixed water sprays of approved design positioned to spray plant feed prior to entry into the primary and secondary crushers, at all points where material changes direction as the result of belt transfer, and at any other location as directed by an Inspector. Spray systems are to be maintained in operable condition at all times and used when the plant is in operation to the satisfaction of an Inspector.
- 15.2 Notwithstanding the provisions of Condition 15.1 of this Schedule all screens incorporated in the crushing and screening plant with the exception of scalping screens and grizzlies shall be totally enclosed and the buildings equipped with dust suppression equipment as directed or approved by the Chief Inspector.
- 15.3 Product stockpiles are to be placed in locations as approved or directed by an Inspector. Dust from product stockpiles is to be suppressed by the use of fixed sprinkler systems located to ensure complete coverage of the stockpile area. Sprinkler systems are to be installed, maintained in operable condition and used to suppress dust to the satisfaction of an Inspector.
- 15.4 A water tanker of minimum capacity 20,000 litres shall be maintained on site in operable condition for the purposes of suppressing dust on roads and the watering of tree plantations where not serviced by a reticulation system in accordance with the requirements of Condition 19.8 of this Schedule. A backup vehicle is to be hired or otherwise made available in the event of breakdown.
- 15.5 All drill rigs shall be fitted with dust collection and or suppression equipment of a design approved by an Inspector.
- 15.6 Alternative methods for the control of dust may be utilised only as approved in writing by the Chief Inspector.

16. NOISE

- 16.1 All engine powered equipment shall be fitted with mufflers and spark arrestors which shall be so maintained as to be fully effective at all times.
- 16.2 Noise levels emanating from quarrying operations shall not exceed the levels permitted under State Environmental Protection Policy N-1, dated February 1981.
- 16.3 Within sixty days of being so directed by the Chief Inspector the licensee shall submit a report prepared by an approved person, qualified in the field of noise suppression, detailing in respect of any item of machinery or equipment, whether fixed or mobile.
- 16.3.1 Methods currently in use for the suppression of noise associated with the operation and the effectiveness or otherwise of each method.
- 16.3.2 Any corrective measures recommended to reduce noise to levels permissible under Condition 16.2 of this Schedule.
- 16.4 Corrective measures recommended under condition 16.3 and or any other works for the control of noise pollution shall be implemented as directed or approved by the Chief Inspector.

SCHEDULE—*continued*

17. EXPLOSIVES

- 17.1 Unless otherwise authorised or directed by an Inspector firing times are restricted to the hours of 10.00 a.m. to 4.00 p.m. Monday to Friday inclusive. No blasting is permitted on Saturdays, Sundays or Public Holidays.
- 17.2 Explosives are not to be used for secondary blasting without the prior written approval of an Inspector. In authorising approval for secondary blasting under this condition an Inspector shall be satisfied that operations can be conducted in such a manner that noise levels from blasting do not exceed those prescribed by the Extractive Industries General Operating Regulations or the Conditions of this licence.

18. EXTRACTION

- 18.1 Except for erection of plant and provision of stockpile areas and access roads, no trees or vegetation (apart from noxious weed, parasite or disease affected material) outside the final limit of the excavation shall be removed or disturbed.
- 18.2 Soil and overburden shall be removed and used for reclamation or stored in accordance with the provisions of Conditions 11 and 12 of this Schedule.
- 18.3 Unless otherwise directed or approved, in writing, by the Chief Inspector in consultation with the City Engineer, the general method of extraction of the basin areas (i.e. the area above R.L. 135 m) shall be by:
- 18.3.1 Benching to establish an overall slope of no steeper than 1 Vertical to 2-75 Horizontal.
- 18.3.2 Battering faces to a minimum slope of 75 degrees from the horizontal plane.
- 18.3.3 Establishing face heights of 15 m and bench widths of 30 m.
- 18.3.4 Maintaining all benches in a self draining and tidy condition.
- 18.4 Unless otherwise directed or approved in writing by the Chief Inspector in consultation with the City Engineer the general method of extraction of the lake area (i.e. the area below R.L. 135 m) shall be by:
- 18.4.1 Conventional benching methods with a maximum face height of 15 m and a minimum bench width of 10 m.
- 18.4.2 Battering all faces to a maximum slope of 75 degrees from the horizontal plane.
- 18.4.3 Establishing the faces between R.L. 105 m and R.L. 120 m and between R.L. 120 m and R.L. 135 m by pre-splitting methods. Burdened shot holes shall not be sited closer than one metre from the pre-split line.
- 18.5 The beach area (i.e. the bench at R.L. 135 m) shall be excavated:
- 18.5.1 With an overall slope not exceeding 1 Vertical to 4 Horizontal.
- 18.5.2 To a minimum width of 40 m.
- 18.6 Extraction shall not take place below R.L. 120 m in the western area or R.L. 15 m in the eastern area.

19. RECLAMATION

- 19.1 Progressive reclamation is to be undertaken by the Licensee in accordance with Approved Working Plan and Proposal and the conditions of this licence.
- 19.2 Reclamation is to proceed within twelve months and be completed within two years of the establishment of terminal faces unless otherwise authorised or directed by the Chief Inspector in consultation with the City Engineer.
- 19.3 Reclamation of Phase 1 operations is to be completed within two years of commencement of Phase 2 operations.
- 19.4 Reclamation of Basin Areas (i.e. area above R.L. 135 m) shall be by:
- 19.4.1 Battering or filling to establish the profile shown on Plan VQ5-21.
- 19.4.2 Prior to filling operations rock surfaces are to be ripped to a depth of 1 metre or where this is not practicable shattered by light blasting on a 3 m × 3 m pattern to a depth of 1.3 metres.
- 19.4.3 Placing any fill material in accordance with design and methods (including establishment of drainage patterns) approved or directed in writing by the Chief Inspector in consultation with the City Engineer.
- 19.4.4 Placement of soil and mulch and the establishment of tree and shrub plantations in accordance with the requirements of Condition 19.6.

SCHEDULE—*continued*

- 19.5 Reclamation of the Beach Area (i.e. the bench at R.L. 135 m) shall be by:
- 19.5.1 Designing the beach area so that the mean water level coincides with the midpoint of the beach slope.
- 19.5.2 Ripping or fracturing the rock in accordance with the provisions of condition 19.4.
- 19.5.3 Covering the beach area with not less than 600 mm of clean dune sand.
- 19.6 Planting of reclaimed areas is to be effected by:
- 19.6.1 Covering the area with not less than one metre of finely divided overburden to serve as subsoil.
- 19.6.2 Top dressing with not less than 150 mm of soil.
- 19.6.3 Planting with trees and shrubs in accordance with the following schedules and densities but avoiding regular grid patterns of planting.
- 19.6.4 A minimum of 250 long-lived species including the following shall be planted per hectare:
- Acacia melanoxylo
Casuarina stricta
Eucalyptus baxteri
Eucalyptus obliqua
Eucalyptus radiata
Eucalyptus viminalis
Eucalyptus cephalocarpa
Eucalyptus melliodora
Eucalyptus muellerana
Eucalyptus ovata
- 19.6.5 In addition to long-lived species a minimum of 200 trees and shrubs including the following species shall be planted per hectare:
- Acacia floribunda
Acacia longifolia
Acacia mearnsii
Acacia saligna
Acacia iteaphylla
Melaleuca armillaris
Melaleuca lanceolata
Melaleuca squarrosa
Pittosporum undulatum
Callistemon citrinus
Leptospermum phyllicoides
Acacia dealbata
Casuarina littoralis
Melaleuca ericifolia
- 19.6.6 On completion of planting the area is to be mulched and maintained during quarrying operations and for a period of twelve months after final reclamation is completed, including replanting where the required plantation density falls below that specified due to disease or other causes.
- 19.7 Species distributed lists may be reviewed by Minister from time to time.
- 19.8 A reticulated watering system shall be provided on all plantation areas for a minimum period of two summer seasons from the date of planting.
- 19.9 On completion of final extraction:
- 19.9.1 All plant, vehicles, buildings, machinery and equipment shall be disposed of away from or within the licensed area in a manner and location approved by an Inspector.
- 19.9.2 All roads and plant area used in the quarrying operation shall be deep ripped, graded and reclaimed in accordance with the provisions of Conditions 19.4 and 19.6.
- 19.9.3 Any excavated material that cannot be sold commercially or used for reclamation shall be placed in neat and tidy dumps so shaped as to conform with the surrounding landscape and reclaimed in accordance with the provisions of conditions 19.4 and 19.6
- 19.10 Costs of reclamation work as specified in the Approved Working Plan and Proposal and by the conditions of this licence shall be met from moneys held in the Lysterfield Reclamation Levy Fund. Should the licensee fail to carry out reclamation work as provided for in these conditions the Minister may call tenders to carry out such work and the cost thereof shall be met from moneys held in that fund.

SCHEDULE—*continued*

- 19.11 For the purposes of these Reclamation conditions payments for reclamation work shall include:
- 19.11.1 the cost of removal of soil and overburden from areas being prepared for extraction directly to areas being reclaimed or alternatively the cost of moving soil and overburden from dumps established under conditions 11 and 12 to areas being reclaimed and the placement of the overburden and soil on the reclamation sites in accordance with Condition 19 of this licence.
 - 19.11.2 All planting and maintenance of plantations as required by condition 19 of this licence.
 - 19.11.3 Any other reclamation works specified under condition 19 of this licence or as approved or directed in writing by the Chief Inspector in consultation with the City Engineer.
- 19.12 Where reclamation works as specified under the conditions of this licence are required to be undertaken by or for the licensee the Minister shall be advised in writing not less than twenty-eight days prior to the intended commencement date of operations. The notice shall include details of the works required together with a cost estimate.
- 19.13 No works shall commence on which claims may be made on the State of Victoria without the prior written authorisation of the Minister.
- 19.14 In the event of disputation in the matter of reclamation costs the decision of the Minister shall be final.
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NOTES

1. *Minister's second reading speech—*
Legislative Assembly: 15 April 1986
Legislative Council: 30 April 1986
2. The long title for the Bill for this Act was "A Bill to ratify, validate, approve and otherwise give the force of law to an Agreement relating to a quarry site at Lysterfield and its reclamation and for other purposes."