

Queensland



IRVINEBANK STATE TREATMENT WORKS (SALE AND OPERATION) ACT 1990

IRVINEBANK STATE TREATMENT WORKS (SALE AND OPERATION) AGREEMENT

Reprinted as in force on 5 June 1996

Reprint No. 1

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

NOT FURTHER AMENDED
LAST REPRINT BEFORE REPEAL
See 2003 Act No. 51 s 9

Queensland



IRVINEBANK STATE TREATMENT WORKS (SALE AND OPERATION) ACT 1990

**Reprinted as in force on 5 June 1996
(Act not amended up to this date)**

Reprint No. 1

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

NOT FURTHER AMENDED
LAST REPRINT BEFORE REPEAL
See 2003 Act No. 51 s 9

Information about this reprint

This Act is reprinted as at 5 June 1996.

Minor editorial changes allowed under the provisions of the Reprints Act 1992 mentioned in the following list have been made to—

- update citations and references (pt 4, div 2)
- update references (pt 4, div 3)
- use different spelling consistent with current drafting practice (s 26(2))
- use standard punctuation consistent with current drafting practice (s 27)
- use expressions consistent with current drafting practice (s 29)
- reorder definitions consistent with current drafting practice (s 30)
- relocate marginal or cite notes (s 34)
- use aspects of format and printing style consistent with current drafting practice (s 35)
- omit provisions that are no longer required (ss 36, 37 and 39)
- omit the enacting words (s 42A).

Also see endnotes for information about—

- **when provisions commenced**
- **editorial changes made in the reprint, including—**
 - **table of changed names and titles**
 - **table of changed citations and remade laws**
 - **table of obsolete and redundant provisions.**

Queensland



**IRVINEBANK STATE TREATMENT
WORKS (SALE AND OPERATION) ACT
1990**

TABLE OF PROVISIONS

Section	Page
1 Short title	3
3 Interpretation	3
4 Declaration of Crown land	3
5 Improvements the property of the Crown	4
6 Execution of agreement authorised	4
7 Grant of mining lease	4
8 Grant of special lease	4
9 Validation of museum reserve	5
10 Licences for water	5
11 Declared road reserve	5
12 Old Smelter Shed	5
SCHEDULE	7

ENDNOTES

1 Index to endnotes	9
2 Date to which amendments incorporated	9
3 Key	10
4 List of legislation	10
5 List of annotations	10
6 Table of changed names and titles	11

*Irvinebank State Treatment Works (Sale and
Operation) Act 1990*

7	Table of changed citations and remade laws	11
8	Table of obsolete and redundant provisions	12

*Irvinebank State Treatment Works (Sale and
Operation) Act 1990*

**IRVINEBANK STATE TREATMENT WORKS
(SALE AND OPERATION) ACT 1990**

[reprinted as in force on 5 June 1996]

**An Act to facilitate the sale of the State Treatment Works, Irvinebank,
to make provision for future operations of the works and for
related purposes**

Short title

1. This Act may be cited as the *Irvinebank State Treatment Works (Sale and Operation) Act 1990*.

Interpretation

3. In this Act—

“**Crown land**” means Crown land in accordance with the *Land Act 1962*.

“**improvements**” means improvements in accordance with the *Land Act 1962*.

“**the agreement**” means the agreement between the State and Frank Hilla annexed as a schedule.

“**the preliminary agreement**” means the preliminary agreement as defined in the agreement.

“**the site**” means the area of land enclosed by the red outline as shown in schedule 1 to the agreement.

Declaration of Crown land

4. It is hereby declared that, notwithstanding the provisions of any other

*Irvinebank State Treatment Works (Sale and
Operation) Act 1990*

Act or law, all land constituting the site was Crown land as at the date of entry into the preliminary agreement.

Improvements the property of the Crown

5. It is hereby declared that, notwithstanding any other claim of title or property, all improvements on the site, save the buildings identified in the agreement as the Old Smelter Shed, were, as at the date of entry into the preliminary agreement, the property of the Crown.

Execution of agreement authorised

6.(1) The Minister, on behalf of the State, is hereby authorised to enter into the agreement.

(2) The agreement, upon being entered into, has the force of law as though it were part of this Act.

(3) The parties to the agreement must perform all obligations in accordance with the agreement.

Grant of mining lease

7. A mining lease in relation to the site is to be granted by the Governor in Council in accordance with the provisions of the *Mineral Resources Act 1989* save that where a provision of schedule 4 of the agreement conflicts with a provision of the *Mineral Resources Act 1989* the provision of schedule 4 prevails over the provision of the *Mineral Resources Act 1989* in relation to that mining lease.

Grant of special lease

8.(1) The Minister within the meaning of the *Land Act 1962* is hereby authorised to issue, with the approval of the Governor in Council, a special lease within the meaning of that Act in relation to the area of land enclosed by the blue outline as shown in schedule 6 to the agreement.

(2) A special lease granted under subsection (1) must be in accordance with the *Land Act 1962* save as provided for by the agreement.

*Irvinebank State Treatment Works (Sale and
Operation) Act 1990*

(3) A special lease granted in accordance with subsection (1) is to be for the same term as the mining lease granted in accordance with section 7.

(4) If a mining lease granted in accordance with section 7 is terminated, a special lease granted in accordance with subsection (1) is terminated as at the same time.

Validation of museum reserve

9. It is hereby declared that—

- (a) the land comprising lot 6 on plan HG 710 registered in the Department of Lands being land reserved for museum purposes in accordance with the order in council published in the gazette of 7 November 1987 was and is Crown land;
- (b) such reservation for museum purposes was and is a valid reservation in accordance with the *Land Act 1962* notwithstanding any Act or law to the contrary.

Licences for water

10. Notwithstanding any provision of the *Water Resources Act 1989*, the chief executive of the department in which the *Primary Industries Corporation Act 1992* is administered is hereby authorised to grant, in accordance with the agreement, licences under that Act.

Declared road reserve

11. It is hereby declared that the Crown land depicted in green on schedule 5 to the agreement was and is dedicated as a road within the meaning of the *Land Act 1962* as at the date of entry into the preliminary agreement.

Old Smelter Shed

12. *It is hereby declared that the buildings identified in the Agreement as the Old Smelter Shed, unless the subject of prior removal or demolition, become after twelve months following the day of commencement of this*

*Irvinebank State Treatment Works (Sale and
Operation) Act 1990*

*section the property of the purchaser as identified in the Agreement and
may be dealt with by him as his own property notwithstanding any claim to
the contrary.**

* This provision had not commenced on or before the reprint date.

SCHEDULE

THIS AGREEMENT¹ is made this day of
1990 BETWEEN the STATE OF QUEENSLAND (hereinafter called “the
State”) of the First Part and FRANK HILLA of Irvinebank in the State of
Queensland (hereinafter with his heirs, administrators and permitted assigns
called “the Purchaser”) of the Second Part

WHEREAS: A. The State has called tenders for the disposal and sale of
the State Treatment Works situated on lands at Irvinebank (hereinafter
defined as “the Works”),

B. After due consideration of all such tenders the State has accepted the
tender of the Purchaser,

C. The parties are desirous of entering into this Agreement for the
purpose of effecting the proposed sale of the Works to the Purchaser and to
provide for the respective rights and obligations of the parties in respect of
the operation of the Works and other matters ancillary thereto as hereinafter
provided

NOW THIS AGREEMENT WITNESSES that in consideration of the
premises the parties hereto HEREBY AGREE as follows:—

¹ The operative provisions of the agreement are not reprinted in this reprint. They
are reprinted as part of the Irvinebank State Treatment Works (Sale and
Operation) Agreement, which is bound with this reprint.

*Irvinebank State Treatment Works (Sale and
Operation) Act 1990*

SCHEDULE (continued)

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

Signed by
the Minister for Resource Industries
for and on behalf of the Crown in
right of the State of Queensland
in the presence of

A Justice of the Peace.

Signed by Frank Hilla the Purchaser
in the presence of

A Justice of the Peace.

ENDNOTES

1 Index to endnotes

		Page
2	Date to which amendments incorporated	9
3	Key	10
4	List of legislation	10
5	List of annotations	10
6	Table of changed names and titles	11
7	Table of changed citations and remade laws	11
8	Table of obsolete and redundant provisions	12

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 Irvinebank State Treatment Works (Sale and Operation) Act 1990 may be made in accordance with this reprint under the Reprints Act 1992, section 49.

*Irvinebank State Treatment Works (Sale and
Operation) Act 1990*

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

Irvinebank State Treatment Works (Sale and Operation) Act 1990 No. 45

date of assent 13 August 1990

ss 1–2 commenced on date of assent

s 12 not yet proclaimed into force

remaining provisions commenced 20 October 1990 (proc pubd gaz 20 October 1990 p 909)

5 List of annotations

Commencement

s 2 om R1 (see RA s 37)

Interpretation

s 3 def “the Minister” om R1 (see RA s 39)

*Irvinebank State Treatment Works (Sale and
Operation) Act 1990*

6 Table of changed names and titles

TABLE OF CHANGED NAMES AND TITLES
under the Reprints Act 1992 ss 23 and 23A

Old	New	Reference provision
commissioner (of Water Resources)	chief executive (of the de- par tm ent in wh ich the Pri ma ry Ind ust rie s Co rpo ra- tio n Ac t 19 92 is ad- mi nis ter ed)	Primary Industries Corporation Act 1992 ss 14 and 15

7 Table of changed citations and remade laws

TABLE OF CHANGED CITATIONS AND REMADE LAWS

*Irvinebank State Treatment Works (Sale and
Operation) Act 1990*

under the Reprints Act 1992 ss 21A and 22

Old	New	Reference provision
Mining Act 1968	Mineral Resources Act 1989	Mineral Resources Act 1989 s 418

8 **Table of obsolete and redundant provisions**

TABLE OF OBSOLETE AND REDUNDANT PROVISIONS under the Reprints Act 1992 s 39

Omitted provision	Provision making omitted provision obsolete/redundant
definitions to be read in context	Acts Interpretation Act 1954 s 32A
def “the Minister”	Acts Interpretation Act 1954 s 36, def “Minister” and ss 33(1) to (4) and 24B(8)(b) (see also Reprints Act 1992 s 39, example 2)
references to Queensland implied	Acts Interpretation Act 1954 s 35

Queensland



Irvinebank State Treatment Works (Sale and Operation) Act 1990

IRVINEBANK STATE TREATMENT WORKS (SALE AND OPERATION) AGREEMENT

**Reprinted as in force on 5 June 1996
(agreement not varied up to this date)**

Reprint No. 1

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

NOT FURTHER AMENDED
LAST REPRINT BEFORE REPEAL
See 2003 Act No. 51 s 9

Information about this reprint

This agreement is reprinted as at 5 June 1996.

Minor editorial changes allowed under the provisions of the Reprints Act 1992 mentioned in the following list have been made to—

- use standard punctuation consistent with current drafting practice (s 27)
- use aspects of format and printing style consistent with current drafting practice (s 35).

Also see endnotes for information about when provisions commenced.

Queensland



**IRVINEBANK STATE TREATMENT
WORKS (SALE AND OPERATION)
AGREEMENT**

TABLE OF PROVISIONS

Section	Page
PART I—PRELIMINARY	
2	5
3	6
4	7
5	7
PART II—PROVISIONS RELATING TO THE SALE OF THE WORKS	
1	7
2	7
3	8
4	8
5	8
6	8
PART III—PROVISIONS RELATING TO THE MINING LEASE	
1	8
2	8
3	8
PART IV—PROVISIONS RELATING TO THE OPERATION OF THE WORKS	
1	9
2	9
3	10

*Irvinebank State Treatment Works (Sale and
Operation) Agreement*

	PART V—PROVISIONS RELATING TO HISTORICAL ITEMS	
1	.....	11
	PART VI—PROVISIONS RELATING TO WATER	
1	.....	12
2	.....	13
3	.....	13
	PART VII—PROVISIONS RELATING TO LAND	
1	.....	13
	PART VIII—GENERAL	
1	.....	14
2	.....	14
3	.....	14
4	.....	14
5	.....	14
6	.....	14
7	.....	14
8	.....	15
	FIRST SCHEDULE	17
	SECOND SCHEDULE	18
1	Buildings	18
2	Ore Dressing Plant and Equipment	19
3	Workshop Plant and Equipment	22
4	Miscellaneous Plant, Equipment, Tailings and Water Facilities	25
5	Office Equipment	25
	THIRD SCHEDULE	27
	FOURTH SCHEDULE	30
	Part A—Provisions of the Mining Lease	
1	.....	30
2	.....	30
3	.....	30
4	.....	30

*Irvinebank State Treatment Works (Sale and
Operation) Agreement*

5	.....	30
6	.....	30
7	.....	31
8	.....	31
9	.....	31

Part B—Special Conditions of the Mining Lease

1	.....	31
2	.....	31
3	.....	31
4	.....	31
5	.....	32
6	.....	32
7	.....	32
8	.....	32
9	.....	32
10	.....	33
11	.....	33

FIFTH SCHEDULE	34
-----------------------	-------	----

SIXTH SCHEDULE	35
-----------------------	-------	----

ENDNOTES

1	Index to endnotes	36
2	Date to which amendments incorporated	36
3	Key	36
4	List of legislation	37

*Irvinebank State Treatment Works (Sale and
Operation) Agreement*

IRVINEBANK STATE TREATMENT WORKS (SALE AND OPERATION) AGREEMENT

[This is a reprint of the Irvinebank State Treatment Works (Sale and Operation)
Agreement set out in the Irvinebank State Treatment Works (Sale and Operation)
Act 1990 No. 45, schedule]

PART I—PRELIMINARY

This Agreement¹ shall be divided into Parts as follows:—

PART I—PRELIMINARY

PART II—PROVISIONS RELATING TO THE SALE OF THE
WORKS

PART III—PROVISIONS RELATING TO THE MINING LEASE

PART IV—PROVISIONS RELATING TO THE OPERATION OF
THE WORKS

PART V—PROVISIONS RELATING TO HISTORICAL ITEMS

PART VI—PROVISIONS RELATING TO WATER

PART VII—PROVISIONS RELATING TO LAND

PART VIII—GENERAL

2. In this Agreement and in the Recitals and Schedules hereto unless and
except insofar as the context otherwise indicates or requires—

(a) The following words and expressions shall have the meanings
respectively assigned to them:—

“the Act”—means the Irvinebank State Treatment Works (Sale and
Operation) Act 1990.

“this Agreement”—means this Agreement and the Schedules thereto and

¹ The non-operative provisions of this agreement are not reprinted in this reprint.
They are reprinted as part of the *Irvinebank State Treatment Works (Sale and
Operation) Act 1990*, which is bound with this reprint.

*Irvinebank State Treatment Works (Sale and
Operation) Agreement*

all amendments to such Agreement or Schedules.

“the date of occupation”—means the First day of July, 1983.

“the date of settlement”—means the day on which the Purchaser is entitled to take possession of the Works in accordance with the provisions herein.

“Minister”—means the Minister for Resource Industries or other Minister of the Crown for the time being charged with the administration of the *Mining Act 1968-1986*. The term includes any Minister of the Crown who is temporarily performing the duties of the Minister.

“the Preliminary Agreement”—means the agreement dated the Thirtieth day of June, 1983 and Supplemental Agreements thereto dated the Fifth day of February, 1985, the Twenty-first day of January, 1986, the Twentieth day of January, 1987, the First day of February, 1988 and the Nineteenth day of December, 1988 (and including any subsequent Supplemental Agreement) between the State and the Purchaser whereby the State agreed to the Purchaser entering into occupation of the Works on the terms and conditions as therein set forth.

“the Works”—means the State Treatment Works and the Ibis Dam and pipeline at Irvinebank in the State of Queensland situated on the lands outlined in red on the sketch plan in the First Schedule hereto (but exclusive of such lands) and including all improvements, structures, buildings, plant and equipment, installations, pumping equipment, workshop equipment and office equipment as set out and detailed in the Second Schedule hereto together with stocks of spare parts and other stores on hand as at the date of occupation.

(b) The singular includes the plural and the plural includes the singular;

(c) Words importing any gender shall include all other genders; and

(d) Any reference to any Act or Acts shall include that Act or those Acts and any Act amending the same or in substitution therefor.

3. The making of this Agreement is authorised by the Parliament of the State of Queensland expressed in an Agreement Act entitled the *“Irvinebank State Treatment Works (Sale and Operation) Act 1990”*. Upon the making of this Agreement the provisions thereof shall have the force of law as

*Irvinebank State Treatment Works (Sale and
Operation) Agreement*

though enacted in the Act.

4. This Agreement may be varied pursuant to agreement between the State and the Purchaser with the approval of the Governor-in-Council by Order in Council and the provisions of this Agreement shall not be varied or the powers and rights of the Purchaser shall not be derogated from except in such manner.

5. The Minister shall have the authority on behalf of the State to do all things and to decide all matters pertaining to or connected with this Agreement.

PART II—PROVISIONS RELATING TO THE SALE OF THE WORKS

1. The State shall sell and the Purchaser shall buy the Works for the sum of \$120,000.00 payable by the Purchaser to the State in the following manner:—

- (a) by a deposit of \$12,000.00 the prior receipt of which sum by the State with the Purchaser's tender is hereby acknowledged;
- (b) The balance of \$108,000.00 to be paid within 14 days of receipt by the Purchaser of notification that the Mining Lease referred to in Part III of this Agreement has been granted by the Governor-in-Council.

Notwithstanding the fact that the Purchaser has been in occupation of the Works since the date of occupation and is still in occupation thereof as at the date hereof pursuant to the provisions of the Preliminary Agreement the possession of the Works shall be retained by the State up to the date of payment of the balance of the purchase money as aforesaid and as and from the date of settlement possession shall be taken by the Purchaser subject to the terms and conditions as set out in this Agreement.

2. The ownership of the Works shall pass to and be vested absolutely in the Purchaser as and from the date of settlement.

*Irvinebank State Treatment Works (Sale and
Operation) Agreement*

3. No undertaking or warranty is given, either written or implied, by the State as to the value or condition of all or any of the Works as at the date of settlement.

4. The parties hereto shall pay their own costs in relation to the preparation of this Agreement but any stamp duty on this Agreement or any document ancillary or supplementary thereto or any copies thereof shall be paid by the Purchaser.

5. The items specifically excluded from the sale herein are as set out in the Third Schedule hereto.

6. The parties agree that as and from the date of settlement the Preliminary Agreement shall be deemed to be thereby terminated and to be at an end and they hereby release and discharge each other from the observance of all agreements and obligations thereunder save as may be necessary during the transition period or for the furtherance of any of the purposes thereof.

PART III—PROVISIONS RELATING TO THE MINING LEASE

1. The Purchaser shall within 7 days after the signing of this Agreement by the parties hereto apply in writing to the Minister for a Mining Lease to be granted in accordance with the terms and conditions of this Agreement over that area shown and outlined in red on the Plan as set out in the First Schedule hereto.

2. The parties agree that the matters desired to be included in the conditions in respect of such lease shall be those appearing in this Agreement and in Parts A and B of the Fourth Schedule hereto PROVIDED HOWEVER that the parties may at or before the time of such application agree to include for consideration such further conditions as they consider appropriate.

3. If such application is in a form satisfactory to the Minister the Minister shall as soon as practicable after receipt thereof recommend to the

*Irvinebank State Treatment Works (Sale and
Operation) Agreement*

Governor-in-Council that a lease be granted and if granted the Minister shall cause such lease to be issued to the Purchaser PROVIDED HOWEVER that a lease granted to the Purchaser shall at all times be a lease over the surface only of the said lands and not for any underground mining whatsoever and further that the Purchaser may disturb the surface of the said lands coloured green on the Plan as set out in the Fifth Schedule hereto to gain access to the pipes located therein for the purposes of carrying out repair or maintenance to the said pipes providing:—

- (a) suitable alternative access is where necessary or where required made available by the Purchaser for public use; and
- (b) the road surface is restored to the satisfaction of the Minister upon completion of the repair or maintenance work so performed.

**PART IV—PROVISIONS RELATING TO THE
OPERATION OF THE WORKS**

1. In this Part “custom tin ore” shall be read and construed as meaning “an ore of tin which has been won from a mine in which the Purchaser has no pecuniary interest and in which the Purchaser does not derive any ownership of the minerals extracted therefrom”.

2. The Purchaser covenants with the State that on and from the date of settlement he shall:—

- (a) Operate the Works in accordance with the terms and conditions of this Agreement and subject to the conditions of the Mining Lease referred to in Clause 1 of Part III of this Agreement;
- (b) Employ such staff as may be necessary and shall observe all statutory requirements imposed on employers generally; and
- (c) Keep all proper records and books of account in respect of the operation of the Works and to make the same available for inspection by the Minister his servants or agents at all reasonable times.

*Irvinebank State Treatment Works (Sale and
Operation) Agreement*

3. Without limiting the generality of Clause 2 of this Part IV the Purchaser further covenants with the State that he:—

- (a) Shall keep provided and maintain in good working order the Works for the duration of this Agreement and any Mining Lease which may be granted to the Purchaser pursuant to this Agreement and shall operate the Works for the purpose of crushing and treating tin ores to extract mineral therefrom;
- (b) Shall during the term of any such Mining Lease operate the Works to provide a service to owners of custom tin ore for the crushing and treatment of parcels of such ore and the extraction of tin minerals therefrom in such manner and upon such terms and conditions as may be approved from time to time by the Minister save for the Purchaser's charges in respect thereof;
- (c) Shall not operate the Works for the crushing and treatment of any ore unless the manner in which the service required by sub-paragraph (b) and the terms and conditions of such service are approved by the Minister save for the Purchaser's charges in respect thereof;
- (d) Shall not unless approved by the Minister refuse the crushing and treatment of a parcel of custom tin ore in any one calendar month during the term of any such Mining Lease on the grounds that the capacity of the Works is fully committed unless prior to such refusal at least 650 tonnes of custom tin ore have been crushed and treated in that calendar month;
- (e) In providing the service required by sub-paragraph (b) shall at all times use his best endeavours in operating the Works to achieve maximum mineral recovery and to produce a clean marketable product consistent with the quality of the custom ore received for crushing and treatment;
- (f) In respect of each year ending the 30th June during the term of any such Mining Lease shall not later than the 31st July next following submit to the Minister a return showing:—
 - (i) the total amount of ore crushed and treated and concentrate recovered;

*Irvinebank State Treatment Works (Sale and
Operation) Agreement*

- (ii) the number of parcels and amount of custom tin ore treated and the concentrate recovered therefrom;
 - (iii) the machinery installed and the improvements effected on the area of the Mining Lease and the machinery removed therefrom; and
- (g) Shall in the operation of the Works during the term of this Agreement and any such Mining Lease:—
 - (i) Comply with all relevant laws and statutory requirements of the Commonwealth and the State;
 - (ii) Pay all duties, rates, taxes and similar charges imposed or levied by the Commonwealth, the State, any agency thereof or any local or public authority;
 - (iii) Permit employees presently occupying dwellings included in the sale to continue to so occupy those dwellings whilst employed by the Purchaser;
 - (iv) Give at least one month's written notice to all persons presently occupying dwellings included in the sale who are not employees of the Purchaser if tenancy is to be terminated; and
 - (v) Permit access by the person who is shown to be the owner of the building described as Old Smelter Shed (which building is not subject to this Agreement) shown on the Plan in the First Schedule to enter upon the Works at all reasonable times to carry out the removal of that building.

**PART V—PROVISIONS RELATING TO
HISTORICAL ITEMS**

1. The Purchaser covenants with the State that he:—

- (a) shall take every reasonable precaution to ensure that where any work is carried out in the area in or about the Works no damage is

*Irvinebank State Treatment Works (Sale and
Operation) Agreement*

caused to the buildings, structures, plant and equipment of historical significance hereinafter set out in this sub-clause as shown on the Plan in the First Schedule and the Purchaser undertakes not to alter, sell, scrap or otherwise dispose of the items referred to unless the approval of the Minister thereto is first had and obtained.

Items of Historical Significance

- (i) the retaining wall of the Loudon Dam;
 - (ii) ore storage hoppers;
 - (iii) buildings numbers 8 and 9 comprising the old railway station and waiting room;
 - (iv) the ruins of the assay office;
 - (v) the old smelter site located between buildings numbers 4 and 6;
 - (vi) building number 0 including disused machinery foundations adjacent thereto;
 - (vii) buildings numbers 1 and 2 comprising the old Queensland National Bank building; and
- (b) shall use his best endeavours to preserve and progressively restore the buildings referred to in items (iii) and (vii) to the satisfaction of the Minister.

PROVIDED HOWEVER that the approval of the Minister shall not be necessary for the carrying out of any work in the area in or about the retaining wall of the Loudon Dam as is specified in a Notice given to the Purchaser pursuant to the provisions of the *Water Resources Act 1989*.

PART VI—PROVISIONS RELATING TO WATER

1. The purchaser undertakes to the State that he shall continue to provide and maintain at his own cost the bulk water supply to the Township of

*Irvinebank State Treatment Works (Sale and
Operation) Agreement*

Irvinebank in a manner as existed at the date of occupation and otherwise in accordance with such provisions of the *Water Resources Act 1989* as are applicable from time to time.

2. The Purchaser in conjunction with the application for the grant of the Mining Lease pursuant to this Agreement, is entitled, notwithstanding the provisions of the *Water Resources Act 1989*, to apply to the Commissioner of Water Resources for licences or other authorities entitling the Purchaser to the use and control of water as is provided in this Agreement and if the Mining Lease is granted the said Commissioner shall then issue such licences or other authorities to the Purchaser.

3. Notwithstanding the provisions of this Agreement, the Commissioner of Water Resources may direct the Purchaser by Notice in writing given pursuant to the provisions of the *Water Resources Act 1989* to carry out work in the area in or about the retaining wall of the Loudon Dam or in the area in or about the retaining wall of the Ibis Dam, in either case, for the purposes of the preserving of safety or where the interests of safety are involved as is specified in the Notice and the Purchaser shall comply with the directions contained in the Notice.

PART VII—PROVISIONS RELATING TO LAND

1. The Purchaser in conjunction with the application for the grant of the Mining Lease pursuant to this Agreement is entitled to apply for and if the mining lease is granted to the Purchaser pursuant to this Agreement be granted a special lease under the provisions of the *Land Act 1962-1988* as title to the lands outlined on the Plan in the Sixth Schedule PROVIDED HOWEVER that the terms and conditions of the special lease shall not derogate from or be inconsistent with the provisions of the terms of this Agreement and any Mining Lease which may be granted to the Purchaser pursuant to this Agreement except where otherwise approved by the Minister.

*Irvinebank State Treatment Works (Sale and
Operation) Agreement*

PART VIII—GENERAL

1. Nothing in this Agreement contained or implied shall constitute a partnership between the State and the Purchaser.

2. The Purchaser shall not assign this Agreement or any part thereof without the prior consent in writing of the State.

3. The Purchaser shall and does hereby completely indemnify and save harmless the State and the Minister from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses which may be brought against or made upon it or him or which it or he may pay sustain or be put to by reason of or in consequence of or in connection with the occupation and operation of the Works by the Purchaser in any way whatsoever whether in respect of any loss of life of or injury or damage to any person (including any agent or servant of the State or the Minister) or property including any property of the State or of the Purchaser and the Purchaser does hereby release and discharge the State and the Minister from any such action, proceedings, claim, demand, cost, loss, damage and expense which but for the provisions hereof might be brought against or made upon the State or the Minister by the Purchaser.

4. This agreement shall be deemed to have commenced operation on the Thirtieth day of June 1983 and acts or things consistent with its provisions that have been done by or on behalf of a party on and from that date in anticipation of its so coming into force shall be regarded as having been done under and in accordance with its provisions.

5. In any case in which the Purchaser is obliged to perform or do an act or thing by or within a time specified in this Agreement the Minister may at any time and from time to time in his absolute discretion extend the time specified for performing or doing that act or thing.

6. The State may invest any deposit moneys paid to the State pursuant to the terms of this Agreement in such manner as it shall determine. Any interest earned on such investments shall remain the sole property of the State.

7. All approvals notices directions and other writing required or appropriate to be given under the provisions of this Agreement, shall be deemed to be properly served if delivered in writing personally or sent by

*Irvinebank State Treatment Works (Sale and
Operation) Agreement*

registered post to—

- (a) the Minister at Queensland Minerals and Energy Centre, 61 Mary Street, Brisbane; or
- (b) the Purchaser at Irvinebank,

or to such other persons or addresses as each party from time to time designates in writing to the other and any such notice or other writing sent by registered post shall unless the contrary be proved be deemed to have been so given when it would have been delivered in the ordinary course of post.

8. If this Agreement is terminated, the vesting and disposal of improvements of every description in or on the said lands shall be carried out in a manner then agreed to between the parties and in the event of failure to so reach agreement the Minister shall determine the manner PROVIDED HOWEVER that the entitlements of the Purchaser shall in that case be determined according to the provisions of Section 41 of the *Mining Act 1968-1986*.

*Irvinebank State Treatment Works (Sale and
Operation) Agreement*

FIRST SCHEDULE

(the lands—Part I—Cl. 2 (a)—Part III—Cl. 1—Part IV—Cl. 3 (g)
(v)—Part V—Cl. 1 (a))

SECOND SCHEDULE

(the improvements—Part I—CL. 2 (a))

THIRD SCHEDULE

(the items excluded from sale—Part II—Cl. 5)

FOURTH SCHEDULE

(the lease conditions—Part III—Cl. 2)

FIFTH SCHEDULE

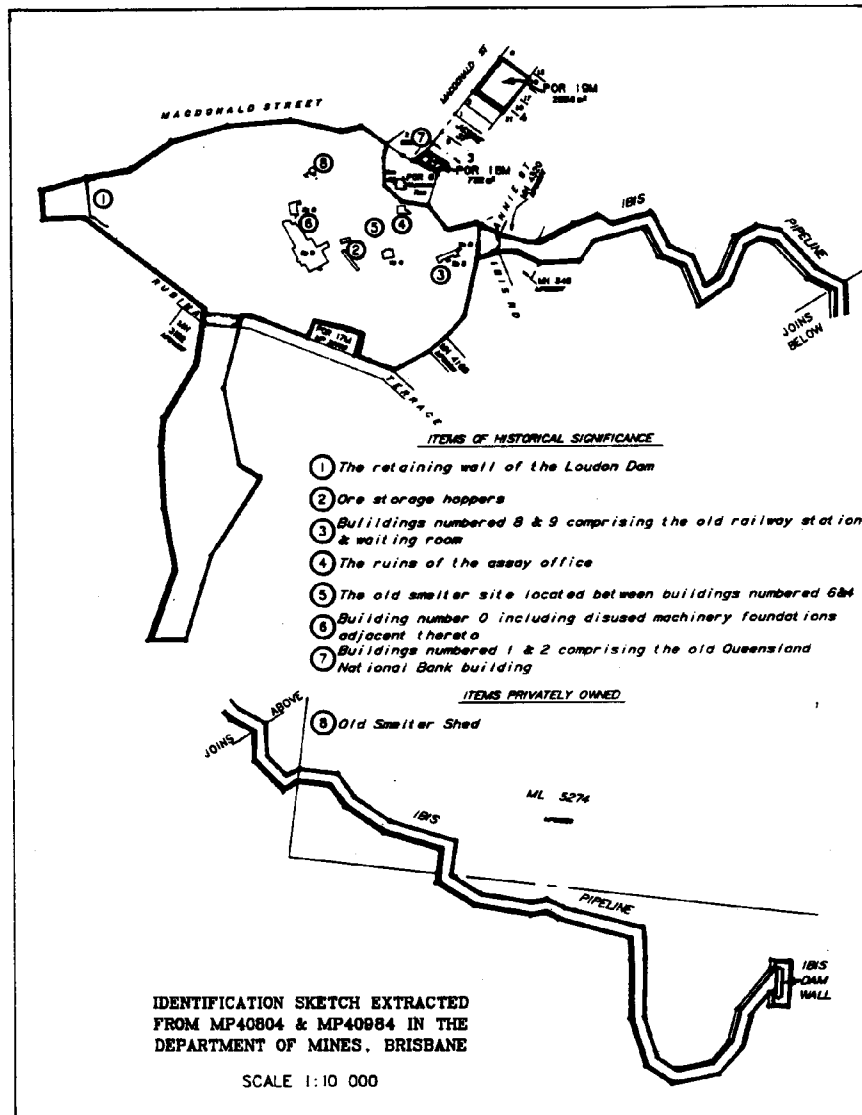
(the road reserves—Part III—Cl. 3)

SIXTH SCHEDULE

(Special lease—Part VII—Cl. 1)

*Irvinebank State Treatment Works (Sale and
Operation) Agreement*

FIRST SCHEDULE



SECOND SCHEDULE

1. Buildings

- (i) Building containing the treatment plant, workshops and stores. Area about 2 155 square metres. Construction—timber frame, galvanised corrugated iron roof and walls.
- (ii) Building comprising the former Queensland National Bank premises situated in Macdonald Street on Portion 18M. Area of ground floor about 121 square metres. Area of first floor about 251 square metres. Construction—timber and concrete floors, timber and brick walls and iron roof.

Contents: One bank counter (cedar), large;

One book case (cedar), glass front, attached to wall;

One small bench top

One Malleys hot water system

One Red E Heat hot water system no. 7G618

One Stainless steel sink and unit.

One Metters electric stove no. K LW 121T

- (iii) Building shown on the plan in the First Schedule as Building No. 6. Floor area about 149 square metres. Construction—timber frame, galvanised corrugated iron roof, walls part iron and part timber and timber floor. Divided into four rooms and verandah.
- (iv) Building shown on the plan in the First Schedule as Building No. 8. Area about 186 square metres. Timber frame, galvanised corrugated iron walls and roof, cement floor. Divided into four living quarters, store room, bathroom, laundry and septic attached to building. Contains one Malleys hot water system.
- (v) Building shown on the plan in the First Schedule as Building No. 9 Area about 16 square metres. Timber frame, iron walls and roof.
- (vi) Oil Room. Detached. Area about 19 square metres. Timber frame, iron walls and roof.

SECOND SCHEDULE (continued)

- (vii) Three residences situated in a south easterly direction from the treatment plant building—
 - (a) one building with area of about 70 square metres. Timber frame, iron walls and roof, timber and concrete floor;
 - (b) one building with area of about 72 square metres. Timber frame, iron walls and roof, timber floor;
 - (c) one building with area of 59 square metres. Timber frame, iron walls and roof, timber floor.
- (viii) Residence situated in Rubina Terrace with detached laundry. Area about 83 square metres. Timber frame, timber walls and floor, iron roof. Cement floor to laundry.
 Contents: One Chef Consul gas stove serial no. 79
 One Red E Heat hot water system no. 6G2280
 One stainless steel sink and unit
- (ix) Three residences situated in Macdonald Street on Portion 19M each having an area of 83 square metres and a detached laundry with cement floor. Construction of each—timber frame, timber walls and floor, iron roof. Each residence contains one electric stove, one hot water system and one stainless steel sink and unit.

2. Ore Dressing Plant and Equipment

14 Receiving Ore Bins—Capacity 1200 tonnes

1 Mine ore Truck

Plant Contained in Building No. 0

1 Coarse Ore Bin—Capacity 30 tonnes

1 Apron Feeder—Driven by 5.6 kW Motor through Dunstan Variable speed unit

1 Conveyor—7.3 m centres 460 mm belt driven by 0.7 kW geared motor

SECOND SCHEDULE (continued)

- 1 Elevator—enclosed bucket type 7.6 m high, driven by 3.7 kW motor through reduction gears
- 1 Vibrating Screen—Double Deck, driven by 3.7 kW motor
- 1 Fine Ore Bin—Capacity 35 tonnes, fitted with Syntron Feeder, Type F22
- 1 Primary Crusher—Blake Type 500 mm x 230 mm driven by 18.6 kW Slip Ring Motor
- 1 Kue Ken Gyratory Crusher—Size 460 mm—driven by 17.0 kW Slip Ring Motor
- 1 Conveyor—6.7 m centres, 355 mm belt driven by 1.5 kW Motor through Reduction Gear Box
- 1 Hardinge Rod Mill—Size 2.4 m x 0.9 m driven by 18.6 kW Slip Ring Motor
- 1 Warman 2/3 Sand Pump—driven by 3.7 kW Motor
- 1 Single Deck Vibrator—1.2m x 0.9 m—driven by 3.7 kW Motor
- 2 Platt 0 Concentrating Tables—driven by 1.5 kW Motors
- 4 Wilfley Tables, Type 11D—driven by 1.5 kW Motors
- 1 Hardinge Rod Mill 1.2 m x 0.6 m—driven by 5.6 kW Motor
- 1 Wilfley Sand Pump 50 mm—driven by 3.7 kW Motor
- 1 Deister Overstrom Table—driven by 1.5 kW Motor
- 1 Wilfley Sand Pump, Size 75 mm—driven by 7.5 kW Motor
- 1 Worthington 3 throw Plunger Pump, Size 200 mm x 225 mm—Not in operation
- 1 Southern Cross Pump—Serial No. 835731/1—driven by 11.2 kW Motor No. F40266-1816
- 2 Isbel Vanner Tables—not in operation
- 1 Tin Dryer
- 2 Fairbanks Scales
- 1 D.S.M. Screen

SECOND SCHEDULE (continued)

- 3 Cyclone Units
- 2 Rapafine D.S.M. Screens
- 1 Gardner Denver Jig
- 2 Flotation Cells 600 mm x 600 mm
- 1 Vibrating Screen 600 mm x 675 mm
- 1 Dust Extractor Plant
- 1 Centrifugal Pump—Portable 38 mm driven by 1.5 kW Engine
- 1 Electric Motor 3.7 kW No. F6KD215659 for Sample Crusher
- 1 Electric Motor 3.7 kW No. F6KD215454 Spare
- 1 Electric Motor 1.5 kW No. F6KD184-1057 Spare
- 1 Electric Motor 18.6 kW
- 1 Turner J65 Motor Mower—not serviceable
- 1 Black Hawk Push—Puller 30 tonne
- 1 Linatex 100 mm Pump direct coupled to 22.4 kW Motor—not in operation
- 1 Electric Motor 11.2 kW No. F4C256 761—Spare ex Worthington Pump
- 1 set Avery Scales—Imperial
- 1 set Avery Scales—Metric
- 1 Sample Crusher
- 1 Warman 3-2 Pump C-AH Series “A”—driven by 22 kW McColl T.E.F.C., Electric Motor
- 470 Metres 75 mm Poly Pipe
- 2 Tin Boxes
- 3 Wheel Trays for flotation cells
- 3 Spare Classifier Cones

SECOND SCHEDULE (continued)

2 Spare Ball Mill Barrels

1 4-ton overhead travelling monkey servicing primary crusher

3. Workshop Plant and Equipment

2 Anvils

2 Bench Vices 125 mm

1 Blacksmiths Vice 250 mm

1 Cement Mixer (hand)

1 Dawn Pipe vice

1 Wheel Barrow

1 Wilfley Table Base

2 Curving Rolls

1 Extension Ladder 6.1 m

7 Fire Extinguishers

1 356 mm Circular Saw Blade

1 round steel guillotine

3 Bottle Neck Jacks

2 pair Trolley Wheels and axles

1 set oxy gear hoses and gauges

3 chain blocks

2 Wood Trolleys

2 R.S.J. Lengths 150 mm x 300 mm x 3.7 m

1 Southern Cross Pump—Serial No. 83566/1—spare

3 sets Pipe Dies

3 sets stocks and dies

1 chain Pipe tongs

SECOND SCHEDULE (continued)

- 1 Come-a-long
- 1 Blow Lamp
- 1 Primus
- 1 Double Block and Tackle (rope)
- 1 Pair Bolt Cutters (Randles brand)
- 1 Pair Bolt Cutters (Porters brand)
- 1 Electric Drill (Martin Wilson Bros. brand)
- 1 Bottle Jack 200 mm
- 1 Surface Stone (rubbing)
- 1 Makita Angle Grinder 150 mm
- 1 G.M.F. Grinder 0.7 kW No. 6036079
- 1 Spare Warman 2 x 1½ Pump complete
- 2 sets Stilsons 0.9 m and 0.4 m
- 1 Electric Clock
- 1 Arlec Battery Charger
- 1 set square
- Sundry tools
- 1 First Aid Kit
- 1 Rank Arena Fridge
- 1 Langco Urn CS1053M
- 1 Vulvan Stovette
- 1 Extension Ladder (metal)
- 1 Screw Press
- 1 Pulley 250 mm 2 Groove T/L B Section
- 2 Pulley 254 mm 5 Groove T/L C Section
- 1 Pulley 273 mm 5 Groove T/L C Section

SECOND SCHEDULE (continued)

- 1 Pulley 175 mm 5 Groove Straight B Section
- 1 Pulley 230 mm 4 Groove T/L B Section
- 1 Pulley 170 mm 2 Groove Straight C Section
- 1 Pulley 155 mm 3 Groove Straight A Section
- 1 Pulley 136 mm 4 Groove Straight A Section
- 1 Pulley 150 mm 4 Groove T/L B Section
- 1 2-ton Overhead Travelling Monkey
- Quantity of Warman Parts
- 1 Power Hack Saw—belt driven
- 1 Pipe Threading Machine 25 mm to 75 mm—belt driven
- 1 Bolt and Pipe Threading Machine—belt driven
- 1 Pillar Drilling Machine, capacity 38 mm—belt driven
- 1 Bench Type Tool Grinding Machine—belt driven
- 1 Pillar Type Grinding Machine—belt driven
- 1 Lathe, open gears 2.1 Gap Bed—belt driven
- 1 Lathe, open gears 3.7 m Gap Bed—belt driven
- 1 Lathe, open gears 4.6 m Gap Bed—belt driven
- 1 Motor 5.6 kW Driving Workshop overhead shafts
- 1 Lincoln Welder, 300 Amps driven by 11.2 kW Motor
- 1 Rootes Forge Blower—belt driven
- 1 Grindstone—Wet Type 1 270 mm x 150 mm belt driven
- 1 Motor—0.7 kW—Driving Blower and Wet Grindstone
- 1 Main Control Board for Electric Power
- 1 Main Switchboard
- 1 Sub Switchboard
- 1 Power Hack Saw

SECOND SCHEDULE (continued)

- 1 Stepney Shaper
- 1 Wolff Valve Refacing Machine serial No. 0660182
- 1 Wolff 12 mm Two Speed Drill S/No. A338266
- 1 Gayrad Battery charger—unserviceable

4. Miscellaneous Plant, Equipment, Tailings and Water Facilities

Detached Building

Sawbench—Cast Iron—914 mm—driven by 7.5 kW Motor

Electric Power and Lighting

Electric Cable and Wiring

Tailings

All tailings deposited within area of the proposed Mining Lease

Water facilities—Operation of Plant

Loudon Dam

Water Supply Tank

Ibis Dam and approximately 2 000 metres of water pipeline connecting the Ibis Dam, the Treatment Plant and the bulk water supply tank

5. Office Equipment

- 1 Suspension Filing Cabinet—Steel 0.4 m x 0.6 m x 1.0 m
- 3 Typists Chairs
- 3 Office Chairs
- 3 Visitors Chairs
- 2 Office Stools
- 1 Set Fairbanks Scales
- 1 Adding Machine Olivetti

SECOND SCHEDULE (continued)

- 1 Typewriter Olympia 610 mm
- 1 Typewriter Olivetti 457 mm
- 1 Embossing Machine
- 1 Canon Electronic Calculator Model L1005—unserviceable
- 1 Canon Canola Calculator Model L813
- 1 Set Shelves—Particle 2.5 m x 2.1 m
- 1 Set Shelves—Particle 1.2 m x 2.2 m
- 1 Set Shelves—Metal 0.9 m x 1.6 m
- 3 Floor Heaters—Electric K Mart
- 3 Wall Heaters—Electric Vulcan
- 1 Electric Kettle Sunbeam
- 1 Electric Clock Smiths

THIRD SCHEDULE

Items Specifically Excluded from Sale

- (i) The Old Police Station Residence situated on R181.
- (ii) The School of Arts buildings situated on R83.
- (iii) The group of buildings within the area of the proposed Mining Lease identified as “Old Smelter Shed” in the First Schedule.
- (iv) One Toyota Hi-Lux Utility Registration No. 301-QGD.
- (v) Records claimed by the State Archivist on behalf of the State of Queensland for historical purposes.
- (vi) All items of Departmental Hire Plant stored at the Works.
- (vii) The Buildings situated on Portion 6. Total Floor area including verandahs about 539 square metres. Construction—timber frame, brick, timber and iron walls, timber and concrete floors, corrugated iron roof.
- (viii) The following office furniture and equipment—
 - 1 Office Desk 2.4 m x 0.9 m with lift up top
 - 1 Office Desk 2.3 m x 0.8 m with 2 drawers and lift up tops
 - 1 Office Desk 2.4 m x 1.1 m
 - 1 Office Desk 2.0 m x 0.9 m with 4 drawers
 - 1 Table Heavy Type 1.8 m x 1.1 m with 2 drawers
 - 1 Table Heavy Type 1.8 m x 1.2 m with 4 drawers
 - 1 Table Light 0.9 m x 0.6 m
 - 1 Table Light 1.2 m x 0.6 m
 - 1 Table Heavy Type 1.8 m x 1.0 m
 - 1 Table Light 1.2 m x 0.9 m
 - 1 Table Light 1.2 m x 0.6 m
 - 1 Table Light 1.5 m x 0.7 m

THIRD SCHEDULE (continued)

1 Office Safe 0.8 m x 0.5 m
1 Office Safe 0.7 m x 0.6 m
1 Office Safe 0.5 m x 0.7 m
1 Book Case 2.0 m x 0.5 m
1 Set Shelves 1.7 m x 0.4 m
1 Set Shelves 2.2 m x 1.2 m
1 Set Shelves 2.1 m x 1.2 m
1 Set Shelves 1.5 m x 0.9 m
1 Set Shelves 3.4 m x 0.9 m
1 Set Shelves 2.4 m x 1.2 m
1 Set Shelves 2.0 m x 0.7 m
1 Set Shelves 1.6 m x 0.9 m
1 Set Shelves 1.4 m x 0.9 m
1 Set Shelves 1.8 m x 1.8 m
1 Set Shelves 2.0 m x 0.9 m
1 Set Shelves 1.1 m x 1.2 m
1 Set Stationery Shelves 2.1 m x 1.2 m
1 Stationery Cupboard 0.9 m x 0.8 m
1 Set Storage Bins 1.8 m x 1.4 m
1 Set Storage Bins 1.8 m x 1.2 m
1 Filing Cabinet 0.8 m x 0.3 m
1 Filing Cabinet 2.2 m x 1.2 m
1 Filing Cabinet 1.3 m x 1.2 m
1 Specimen Cabinet 1.8 m x 1.4 m
2 sets of Drawers for Plans 1.6 m x 0.6 m
1 Revolving Chair

THIRD SCHEDULE (continued)

1 Remington Typewriter

1 Stainless Steel Sink and Kitchen Shelving

Reference Books—Ore Treatment, Engine and Plant

1 only Ruston Hornsby Alignment Indicator

1 only Outside Micrometer 0 mm—100 mm

1 only Inside Micrometer 50 mm—300 mm

FOURTH SCHEDULE

Part A—Provisions of the Mining Lease

1. A provision for the Mining Lease to be held subject to the Irvinebank State Treatment Works (Sale and Operation) Act 1990 and the terms of this Agreement.
2. A provision to allow the surface of the land comprised in the Mining Lease to be used for the following purposes—
 - (a) treatment of minerals;
 - (b) erection and installation of structures, buildings, plant and machinery; and
 - (c) any other purposes incidental to the foregoing or connected with the carrying out within the Mining Lease of any provision or purpose of this Agreement.
3. A provision for the initial term of the Mining Lease to be 50 years and a provision for renewal of the Mining Lease in accordance with the *Mining Act 1968-1986*.
4. A provision for the yearly rental payable on the Mining Lease to be—
 - (a) during the first period of twenty-five (25) years of the term at the rate applicable to all mining leases granted under the *Mining Act 1968-1986* as at the date of commencement of the Mining Lease; and
 - (b) during the next period of twenty-five (25) years of the term at the rate applicable to all mining leases granted from time to time under the *Mining Act 1968-1986*.
5. A provision for the Mining Lease to be subject to the covenants and conditions applying to all mining leases as provided by the *Mining Act 1968-1986* except where those covenants and conditions are varied by this Agreement.
6. A provision for the Lessee to comply with the Special Conditions as set out in Part “B” hereto.

FOURTH SCHEDULE (continued)

7. A provision for the covenants and conditions applying to the Mining Lease to be varied by agreement from time to time in accordance with the *Mining Act 1968-1986* but not so that any such variation would be inconsistent with this Agreement to the *Mining Act 1968-1986*.

8. A provision for the Mining Lease and the agreement to be subject to the provisions of the *Mining Act 1968-1986* except where such provisions have been varied or modified in this Agreement.

9. A provision for the lodgement of and maintenance of a security deposit of \$15 000 pursuant to and for the purposes of Section 29 of the *Mining Act 1968-1986*.

Part B—Special Conditions of the Mining Lease

1. Where in these special conditions the term “approved” is used it shall be read and construed as meaning “approved by the Minister in writing”.

2. The contained covenants and conditions shall be complied with by the Lessee unless varied by the Governor in Council under the provisions of section 32A of the *Mining Act 1968-1986*, and then the Lessee shall comply with the special covenants and conditions as so varied.

3. The Lessee shall at all times cause all steps and things to be taken and done to prevent mineralised or impure water or sludge or mining debris resulting from mining operations within the boundaries of the Lease from unlawfully polluting, obstructing, damaging or interfering with any watercourse, lake or reservoir or any land. Where such unlawful pollution, obstruction, damage or interference results from mining operations within the boundaries of the Lease, the Lessee shall, as and when required by the Minister, cause such mining operations to cease and not be resumed until all further steps and things are taken and done as will prevent such unlawful pollution, obstruction, damage or interference.

4. The Lessee shall at all times cause all steps and things to be taken and done as the Minister from time to time specifies with respect to mining operations within the boundaries of the Lease and the impounding, retention, treatment and disposal of mineralised or impure water or sludge

FOURTH SCHEDULE (continued)

or mining debris with a view to preventing unlawful pollution or obstruction of, damage to, or interference with any watercourse, lake or reservoir or any land.

5. The Lessee shall only construct new dams on the Lease area in accordance with an approved plan and the Lessee shall in respect of such dams comply with all the provisions of the *Water Resources Act 1989*.

6. Pursuant to section 60 (2) (a) of the *Mining Act 1968-1986* the Lessee shall—

- (a) prior to the commencement of deposition of mill tailings on any area of the Lease, satisfy the Minister that such area is suitable for such purpose; and
- (b) satisfy the Minister that adequate precautions have been taken to prevent water that may leach drain or wash from any tailings dump flowing into any natural water course or reservoir, or satisfy the Minister that such water will be adequately treated.

7. When the Minister so requires, the Lessee shall ensure that tailings dumps that react with water to produce substances that are toxic to animal and plant life, are covered by an approved layer of inert material.

8. When, in the opinion of the Minister, a significant depth of organically enriched soil occurs on the the area where tailings are to be deposited the Lessee shall—

- (a) remove such organically enriched soil to a depth of not less than three hundred millimetres;
- (b) stack such organically enriched soil in an approved manner; and
- (c) take approved precautions to prevent erosion of such stacked soil.

9. The Lessee shall grade and contour the tailings progressively, so that—

- (a) all drainage lines, waterways and creek beds are reconstructed as near as practicable to the situation that existed prior to mining;
- (b) all disturbed areas conform to the surrounding topography; and
- (c) all restored areas are stabilised against the natural forces of erosion.

FOURTH SCHEDULE (continued)

10. After an area has been contoured in accordance with Condition 9 the Lessee shall—

- (a) cover the surface of the contoured area with the soil removed in compliance with Conditions 8; and
- (b) take such measures as the Minister may direct to promote the stabilisation of the area and the regrowth of vegetation during the term of the Lease. Where the Minister is of the opinion that a significant depth of organically enriched soil did not exist on the area prior to the deposition of mullock or tailings, part (a) of this condition shall not apply.

11. Unless otherwise provided for in this Agreement, the Lessee shall operate, inspect and maintain all dams situated on the area of the Lease, which are classified as “referable” dams under the *Water Resources Act 1989*, in accordance with that Act.

ITEMS OF HISTORICAL SIGNIFICANCE

- ① The retaining wall of the Loudon Dam
- ② Ore storage hoppers
- ③ Buildings numbered 8 & 9 comprising the old railway station & waiting room
- ④ The ruins of the assay office
- ⑤ The old smelter site located between buildings numbered 6&8
- ⑥ Building number 0 including disused machinery foundations adjacent thereto
- ⑦ Buildings numbered 1 & 2 comprising the old Queensland National Bank building

ITEMS PRIVATELY OWNED

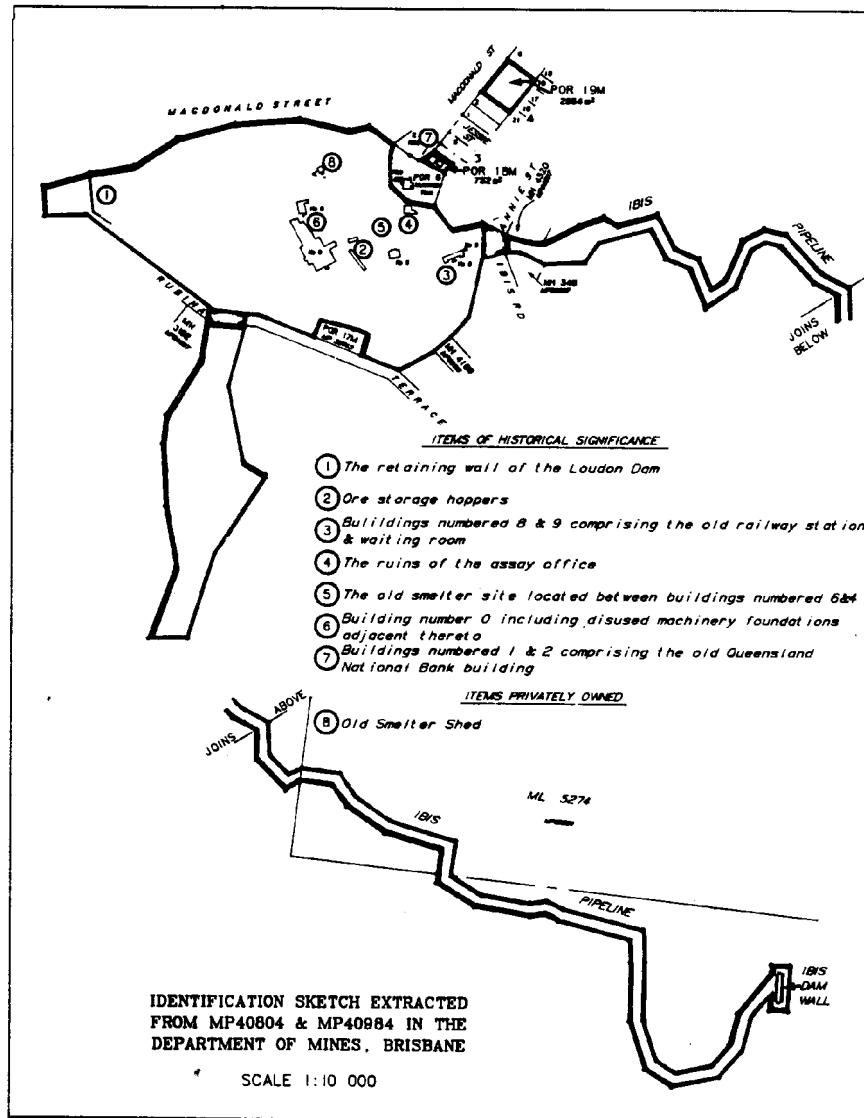
- ⑧ Old Smelter Shed

IDENTIFICATION SKETCH EXTRACTED FROM MP40804 & MP40984 IN THE DEPARTMENT OF MINES, BRISBANE

SCALE 1:10 000

*Irvinebank State Treatment Works (Sale and
Operation) Agreement*

SIXTH SCHEDULE



ENDNOTES

1 Index to endnotes

		Page
2	Date to which amendments incorporated	36
3	Key	36
4	List of legislation	37

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 Irvinebank State Treatment Works (Sale and Operation) Agreement 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

**Irvinebank State Treatment Works (Sale and Operation) Agreement [1990]
No. 45 (Irvinebank State Treatment Works (Sale and Operation) Act
1990 No. 45 sch)**

date of assent 13 August 1990

commenced 20 October 1990 (proc pubd gaz 20 October 1990 p 909)