

# APPENDIX C

## ML Conditions

**INSTRUMENT OF RENEWAL**

---

**LEASE:** Mining Lease No 1229 (Act 1973)

---

**HOLDER:** Boral Bricks (NSW) Pty Ltd (ACN 001 145 473)

---

**DATE OF LEASE:** 24 August 1990

**EXPIRY DATE OF LEASE:** 23 August 2011

---

**PERIOD OF RENEWAL UNTIL:** 23 August 2032

---

**AREA:** 7.975 hectares  
**AS SHOWN BY PLAN NO D6985-02**

---

**SURFACE EXCEPTION:** Nil

**DEPTH RESTRICTION:** Whole 50 metres

---

**MINERALS:** Clay/shale, structural clay

**METHODS** Open cutting

---

**ROYALTY PAYABLE:** At the rate which, from time to time, may be prescribed.

---

**AMENDMENTS TO THE CONDITIONS OF THE LEASE:**

- (a) All the Conditions contained in the lease prior to the renewal have been deleted.
- (b) The lease is now subject to the attached Mining Lease Conditions 2010 numbered:

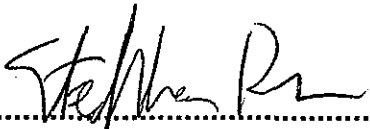
1 to 7 (inclusive), 9 to 15 (inclusive), 17 to 19 (inclusive), 23 and 24.

Conditions 2 to 8 and 12 to 16 (if included in the mining lease) are identified as conditions relating to environmental management for the purposes of Section 378D of the *Mining Act 1992*.

*Note: Conditions 2 to 8 and 12 to 16 of this mining lease are imposed pursuant to sections 238 and 239 of the Mining Act 1992. Clause 7 of Schedule 12 of the Mining Regulation 2010 saves higher penalties for a breach of condition imposed by or under sections 238 or 239 of the Act.*

---

**We, Boral Bricks (NSW) Pty Ltd (ACN 001 145 473), hereby accept the renewal of this Lease and agree to be bound by the conditions specified.**



.....  
**Boral Bricks (NSW) Pty Ltd**  
**(ACN 001 145 473)**

Renewed this

14th

day of

MAY

20 13



.....  
by delegation from the Minister.

# **MINING LEASE CONDITIONS 2010**

## **Content**

### **Definition**

- 1. Notice to Landholders**
- 2. Environmental Harm**
- 3. Mining Operations Plan**
- 4. Environment Management Report**
- 5. Environmental Incident Report**
- 6. Additional Environmental Reports**
- 7. Rehabilitation**
- 8. Subsidence Management**
- 9. Working Requirement**
- 10. Blasting**
- 11. Safety**
- 12. Prevention of Soil Erosion and Pollution**
- 13. Transmission lines, Communication lines and Pipelines**
- 14. Roads and Tracks**
- 15. Trees and Vegetation**
- 16. Use of Mercury or Cyanide**
- 17. Resource Recovery**
- 18. Indemnity**
- 19. Security**
- 20. Single Security**
- 21. Single Security (extended)**
- 22. Prescribed Dam**
- 23. Suspension of Mining Operations**
- 24. Cooperation Agreement**

## **Note: Exploration Reports (Geological and Geophysical)**

### **Definition:**

"Director-General" means the Director-General of the Department of Trade and Investment; Regional Infrastructure and Services

## **MINING LEASE CONDITIONS 2010**

### **1. Notice to Landholders**

- (a) Within a period of three months from the date of grant/renewal of this lease or within such further time as the Minister may allow, the lease holder must serve on each landholder of the land a notice in writing indicating that this lease has been granted/renewed and whether the lease includes the surface. An adequate plan and description of the lease area must accompany the notice.
- (b) If there are ten or more landholders affected, the lease holder may serve the notice by publication in a newspaper circulating in the region where the lease area is situated. The notice must indicate that this lease has been granted/renewed; state whether the lease includes the surface and must contain an adequate plan and description of the lease area.

### **2. Environmental Harm**

- (a) The lease holder must implement all practicable measures to prevent and/or minimise any harm to the environment that may result from the construction, operation or rehabilitation of any activities under this lease.
- (b) For the purposes of this condition:
  - (i) environment means components of the earth, including:
    - (A) land, air and water, and
    - (B) any layer of the atmosphere, and
    - (C) any organic or inorganic matter and any living organism, and
    - (D) human-made or modified structures and areas,and includes interacting natural ecosystems that include components referred to in paragraphs (A)–(C).
  - (ii) harm to the environment includes any direct or indirect alteration of the environment that has the effect of degrading the environment and, without limiting the generality of the above, includes any act or omission that results in pollution, contributes to the extinction or degradation of any threatened species, populations or ecological communities and their habitats and causes impacts to places, objects and features of significance to Aboriginal people.

### 3. Mining Operations Plan

- (a) Mining operations must not be carried out otherwise than in accordance with a Mining Operations Plan (MOP) which has been approved by the Director-General.
- (b) The MOP must:
- (i) identify areas that will be disturbed by mining operations;
  - (ii) detail the staging of specific mining operations;
  - (iii) identify how the mine will be managed to allow mine closure;
  - (iv) identify how mining operations will be carried out in order to prevent and or minimise harm to the environment;
  - (v) reflect the conditions of approval under:
    - the *Environmental Planning and Assessment Act 1979*
    - the *Protection of the Environment Operations Act 1997*
    - and any other approvals relevant to the development including the conditions of this lease; and
    - have regard to any relevant guidelines adopted by the Director-General.
- (c) The leaseholder may apply to the Director-General to amend an approved MOP at any time.
- (d) It is not a breach of this condition if:
- (i) the operations constituting the breach were necessary to comply with a lawful order or direction given under the *Mining Act 1992*, the *Environmental Planning and Assessment Act 1979*, *Protection of the Environment Operations Act 1997*, *Mine Health and Safety Act 2004 / Coal Mine Health and Safety Act 2002* and *Mine Health and Safety Regulation 2007 / Coal Mine Health and Safety Regulation 2006* or the *Occupational Health and Safety Act 2000*; and
  - (ii) the Director-General had been notified in writing of the terms of the order or direction prior to the operations constituting the breach being carried out.
- (e) A MOP ceases to have effect 7 years after date of approval or other such period as identified by the Director-General.

#### **4. Environment Management Report**

- (a) The lease holder must lodge Environmental Management Reports (EMR) with the Director-General annually or at dates otherwise directed by the Director-General.
- (b) The EMR must:
  - (i) report against compliance with the MOP;
  - (ii) report on progress in respect of rehabilitation completion criteria;
  - (iii) report on the extent of compliance with regulatory requirements; and
  - (iv) have regard to any relevant guidelines adopted by the Director-General;

#### **5. Environmental Incident Report**

- (a) The lease holder must report any environmental incidents. The report must:
  - (i) be prepared according to any relevant Departmental guidelines;
  - (ii) be submitted within 24 hours of the environmental incident occurring;
- (b) For the purposes of this condition, environmental incident includes:
  - (i) any incident causing or threatening material harm to the environment
  - (ii) any breach of Conditions 1 to 9 and 11 to 24;
  - (iii) any breach of environment protection legislation; or,
  - (iv) a serious complaint from landholders or the public.
- (c) For the purposes of this condition, harm to the environment is material if:
  - (i) it involves actual or potential harm to the health or safety of human beings or to ecosystems that is not trivial, or
  - (ii) it results in actual or potential loss or property damage of an amount, or amounts in aggregate, exceeding \$10,000, where loss includes the reasonable costs and expenses that would be incurred in taking all reasonable and practicable measures to prevent, mitigate or make good harm to the environment.

#### **6. Additional Environmental Reports**

Additional environmental reports may be required from time to time as directed in writing by the Director-General and must be lodged as instructed.

|                                  |                             |
|----------------------------------|-----------------------------|
| Mining Lease Conditions 2010     | Version Date: November 2010 |
| Mining Lease No. 1229 (Act 1973) | Page 5 of 9                 |



## 7. Rehabilitation

Any disturbance as a result of activities under this lease must be rehabilitated to the satisfaction of the Director-General.

## 9. Working Requirement

The lease holder must:

- (a) ensure that at least 2 competent people are efficiently employed in relation to the mining process or mining operations on the lease area

OR

- (b) expend on operations carried out in the course of prospecting or mining the lease area, an amount of not less than **\$35,000** per annum whilst the lease is in force.

The Minister may at any time or times, by instrument in writing served on the lease holder, increase or decrease the expenditure required or the number of people to be employed.

## 10. Blasting

### (a) Ground Vibration

The lease holder must ensure that the ground vibration peak particle velocity generated by any blasting within the lease area does not exceed 10 mm/second and does not exceed 5 mm/second in more than 5% of the total number of blasts over a period of 12 months at any dwelling or occupied premises as the case may be, unless determined otherwise by the Department of Environment, Climate Change and Water.

### (b) Blast Overpressure

The lease holder must ensure that the blast overpressure noise level generated by any blasting within the lease area does not exceed 120 dB (linear) and does not exceed 115 dB (linear) in more than 5% of the total number of blasts over a period of 12 months, at any dwelling or occupied premises, as the case may be, unless determined otherwise by the Department of Environment, Climate Change and Water.

## **11. Safety**

Operations must be carried out in a manner that ensures the safety of persons or stock in the vicinity of the operations. All drill holes shafts and excavations must be appropriately protected, to the satisfaction of the Director-General, to ensure that access to them by persons and stock is restricted. Abandoned shafts and excavations opened up or used by the lease holder must be notified in writing to the Department and filled in or otherwise rendered safe to a standard acceptable to the Director-General.

## **12. Prevention of soil erosion and pollution**

Prospecting operations must be carried out in a manner that does not cause or aggravate air pollution, water (including groundwater) pollution, soil contamination or erosion, unless otherwise authorised by a relevant approval, and in accordance with an accepted Mining Operations Plan.

## **13. Transmission lines, Communication lines and Pipelines**

Operations must not interfere with or impair the stability or efficiency of any transmission line, communication line, pipeline or any other utility on the lease area without the prior written approval of the Director-General and subject to any conditions stipulated.

## **14. Roads and Tracks**

- (a) The lease holder must pay to the relevant roads authority in control of the road or track the reasonable costs incurred by the roads authority in making good any damage to roads or tracks caused by operations carried out under this lease less any amount paid or payable from the Mine Subsidence Compensation Fund.
- (b) During wet weather the use of any road or track must be restricted so as to prevent damage to the road or track.
- (c) Existing access tracks should be used for all operations where reasonably practicable. New access tracks must be kept to a minimum and be positioned in order to minimise damage to the land, watercourses or vegetation.
- (d) Temporary access tracks must be rehabilitated and revegetated to the satisfaction of the Director-General as soon as reasonably practicable after they are no longer required under this lease.

|                                  |                             |
|----------------------------------|-----------------------------|
| Mining Lease Conditions 2010     | Version Date: November 2010 |
| Mining Lease No. 1229 (Act 1973) | Page 7 of 9                 |

## **15. Trees and Vegetation**

- (a) The lease holder must not fell trees, strip bark or cut timber on any land subject of this lease without the consent of the landholder who is entitled to the use of the timber.
- (b) The lease holder must contact Forests NSW and obtain any required permit, licence or approval before taking timber from any Crown land within the lease area.

*Note: Any clearing not authorised under the Act must comply with the requirements of the Native Vegetation Act 2003. Any clearing or taking of timber on Crown land is subject to the requirements of the Forestry Act 1916.*

## **17. Resource Recovery**

- (a) Notwithstanding any description of mining methods and their sequence or of proposed resource recovery contained within the Mining Operations Plan, if at any time the Director-General is of the opinion that minerals which the lease entitles the lease holder to mine and which are economically recoverable at the time are not being recovered from the lease area, or that any such minerals which are being recovered are not being recovered to the extent which should be economically possible or which for environmental reasons are necessary to be recovered, notice in writing to the lease holder may be given requiring the holder to recover such minerals.
- (b) The notice shall specify the minerals to be recovered and the extent to which they are to be recovered, or the objectives in regard to resource recovery, but shall not specify the processes the lease holder shall use to achieve the specified recovery.
- (c) The lease holder must, when requested by the Director-General, provide such information as the Director-General may specify about the recovery of the mineral resources of the lease area.

## **18. Indemnity**

The lease holder must indemnify and keep indemnified the Crown from and against all actions, suits, claims and demands of whatsoever nature and all costs, charges and expenses which may be brought against the lease holder or which the lease holder may incur in respect of any accident or injury to any person or property which may arise out of the construction, maintenance or working of any workings now existing or to be made by the lease holder within the lease area or in connection with any of the operations

|                                  |                             |
|----------------------------------|-----------------------------|
| Mining Lease Conditions 2010     | Version Date: November 2010 |
| Mining Lease No. 1229 (Act 1973) | Page 8 of 9                 |

notwithstanding that all other conditions of this lease shall in all respects have been observed by the lease holder or that any such accident or injury shall arise from any act or thing which the lease holder may be licensed or compelled to do.

## **19. Security**

A security in the sum of **\$60,000** must be given and maintained with the Minister by the lease holder for the purpose of ensuring the fulfilment by the lease holder of obligations under this lease.

## **23. Suspension of Mining Operations**

The holder of a mining lease may not suspend mining operations in the mining area other than in accordance with the consent of the Minister.

## **24. Cooperation Agreement**

The lease holder must make every reasonable attempt, and be able to demonstrate their attempts, to enter into a cooperation agreement with the holder(s) of any overlapping title(s). The cooperation agreement should address but not be limited to issues such as:

- access arrangements
- operational interaction procedures
- dispute resolution
- information exchange
- well location
- timing of drilling
- potential resource extraction conflicts and
- rehabilitation issues.

*Note: Exploration Reports (Geological and Geophysical)*

*The lease holder must lodge reports to the satisfaction of the Director-General in accordance with section 163C of the Mining Act 1992 and in accordance with clause 57 of the Mining Regulation 2010.*

*Reports must be prepared in accordance with Exploration Reporting: A guide for reporting on exploration and prospecting in New South Wales (Department of Trade and Investment; Regional Infrastructure and Services 2010).*

|                                  |                             |
|----------------------------------|-----------------------------|
| Mining Lease Conditions 2010     | Version Date: November 2010 |
| Mining Lease No. 1229 (Act 1973) | Page 9 of 9                 |

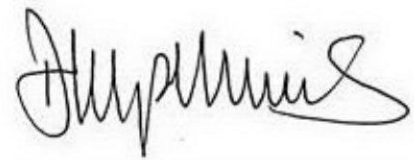
## INSTRUMENT OF VARIATION

I, as delegate of the Minister for Resources for the State of New South Wales, under delegation dated 1 May 2017, and pursuant to Clause 12 of Schedule 1B of the *Mining Act 1992*, vary ML 1229 (1973) as follows:

Condition 9 is omitted from the conditions of ML 1229 (1973).

This variation is effective from 8 October 2018.

SIGNED

A handwritten signature in black ink, appearing to read 'Humphris', is written over a faint rectangular background.

As delegate for the Minister for Resources

David Humphris  
Acting Director Titles Assessment | Resource Operations  
Dated: 10 September 2018

**VGT Environmental Compliance Solutions Pty Ltd**

- Environmental & Geological Assessments
- Environmental Monitoring & Management
- Quarry/Mine Plans & Rehabilitation Plans
- CPESC Endorsed Sediment & Erosion Plans
- Annual Reports
- NATA Accredited Laboratory

Unit 4/30 Glenwood Dr Thornton NSW 2322

PO Box 2335 Greenhills NSW 2323

P (02)4028 6412 E [mail@vgt.com.au](mailto:mail@vgt.com.au)

[www.vgt.com.au](http://www.vgt.com.au) ABN 26 621 943 888



Environmental  
Compliance  
Solutions Pty Ltd

