

APPENDIX S14

LANDFILL ENVIRONMENTAL MANAGEMENT PLAN

ANGAS PROCESSING FACILITY

MISCELLANEOUS PURPOSES LICENSE APPLICATION

2019/0826



ABN | 67 062 576 238

Unit 7 / 202-208 Glen Osmond Road | Fullarton SA 5063

Insert type of document here APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT
(Pursuant to s 57(5) of the *Development Act 1993*)

To the Registrar-General:

1. **Minister for Planning (Minister)** of North Terrace, Adelaide SA 5000 has entered into the attached Land Management Agreement dated **(Agreement)** with **Terramin Australia Limited** ACN 062 576 238 of Level 3, 70 Hindmarsh Square, Adelaide SA 5000 pursuant to s 57(2) of the *Development Act 1993* (SA) (**Act**).
2. The Agreement relates to that part of the land described in the Schedule and comprised in CTs Volume 6032 Folios 125 and 127 (**Land**).
3. The Minister applies pursuant to s 57(5) of the Act to note the Agreement against the Land.

Date:

The common seal of Minister for Planning was affixed in the presence of:

..... Signature of Mayor Signature of Chief Executive Officer/City Manager (Please delete as applicable)
..... Name of Mayor (print) Name of Chief Executive Officer/City Manager (print)

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

Prefix
Series No.

BELOW THIS LINE FOR AGENT USE ONLY

<p>CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886</p> <p>_____</p> <p>Solicitor/Registered Conveyancer/Applicant</p>

AGENT CODE

Lodged by: **NORMAN WATERHOUSE** **NWAM**

Correction to: **NORMAN WATERHOUSE** **NWAM**
MZRM00277414F03152399

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

LAND MANAGEMENT AGREEMENT BY DEED

MINISTER OF PLANNING

TERRAMIN AUSTRALIA LIMITED

**Norman
Waterhouse**
LAWYERS

Level 15, 45 Pirie Street
Adelaide SA 5000
Telephone + 61 8 8210 1200
Fax + 61 8 8210 1234
www.normans.com.au

DATE

PARTIES

Minister for Planning # of North Terrace, Adelaide SA 5000 (**Minister**)

Terramin Australia Limited ACN 062 576 238 of Level 3, 70 Hindmarsh Square, Adelaide SA 5000 (**Owner**)

BACKGROUND

- A. The Owner is the proprietor of an estate in fee simple in the Land.
- B. The Owner has been granted the Mining Lease under the *Mining Act (SA) 1971*.
- C. The Minister and the Owner agree that the obligations under this deed are intended to be complied with by all occupiers and persons having enjoyment from time to time of the Land.
- D. Pursuant to section 57(2) of the Act, the Owner has agreed with the Minister to enter into this deed relating to the development, management, preservation or conservation of the Land.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed:

Act means the *Development Act 1993 (SA)*.

Business Day means a day that is not a Saturday, Sunday or public holiday in South Australia.

Develop or **Development** means:

- (a) the construction of any permanent infrastructure on the TSF; or
- (b) any other activities which may materially change the surface levels, materially damage the vegetation, compact the capping material, or materially compromise the integrity of the TSF.

Land means that part of the land described in the Schedule and comprised in CTs Volume 6032 Folios 125 and 127.

Mine means the Angas zinc Mine, Callington Road, Strathalbyn SA 5225.

Mining Lease means Mineral Lease Number 6229.

TSF means the tailings storage facility located on the Land.

1.2 Interpretation

In this deed, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to the Owner includes each person registered or entitled to be registered as a proprietor of an estate in fee simple of the Land;
- 1.2.6 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.8 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.9 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.10 a provision is not construed against a party only because that party drafted it;
- 1.2.11 an unenforceable provision or part of a provision may be severed, and the remainder of this deed continues in force, unless this would materially change the intended effect of this deed;
- 1.2.12 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- 1.2.13 Unless otherwise defined in this deed, an expression defined in the Act has the meaning given by the Act at the date of this deed.

1.3 Background

The Background forms part of this deed and is correct at the date of this deed.

2. OWNER'S OBLIGATIONS

The Owner must:

- 2.1 ensure that upon the closure of the Mine the area of the TSF and a ten metre (10m) wide buffer is not developed (unless otherwise approved) to protect the integrity of the TSF;

- 2.2 provide a copy of this deed to any person commencing occupation of the Land before commencement of that occupation.

3. RESTRICTION ON DEALINGS

The Owner must not grant any lease or licence which may give any person the right to possession or control of or entry on to the Land which right would enable such person to breach any of the obligations imposed on the Owner by this deed unless such grant:

- 3.1 is expressed in writing;
- 3.2 is made with the previous written consent of the Minister; and
- 3.3 contains as an essential term a covenant by the grantee not to do or omit to do (or suffer or permit any other person to do or omit to do) any act matter or thing which would constitute a breach by the Owner of the Owner's obligations under this deed.

4. SALE OF LAND

On the sale or transfer of the Land to a new owner, the Owner is released from all obligations under this deed.

5. MINISTER'S POWERS OF ENTRY

- 5.1 The Minister and any employee or agent of the Minister authorised by the Minister may at any reasonable time after closure of the Mine enter the Land for the purpose of inspecting the Land and any building or structure on the Land.
- 5.2 If the Owner is in breach of any provision of this deed, the Minister may, by notice served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Minister in the notice (being at least 28 days from the date of service of the notice). If the Owner fails so to remedy the breach, the Minister or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land.

6. NOTATION OF THIS DEED

Each party must do and execute all acts documents and things necessary to ensure that as soon as possible after the execution of this deed by all necessary parties this deed is noted by the Registrar-General on the Certificate of Title for the Land pursuant to section 57(5) of the Act.

7. MISCELLANEOUS

7.1 Alteration

This deed may be altered only by a supplementary deed signed by the Minister and the Owner.

7.2 Approvals and consents

Unless otherwise provided, a party must not unreasonably withhold any approval or consent under this deed.

7.3 Entire agreement

This deed:

- 7.3.1 constitutes the entire agreement between the parties about its subject matter;
- 7.3.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

7.4 Waiver

A waiver of a provision of or right under this deed:

- 7.4.1 must be in writing signed by the party giving the waiver;
- 7.4.2 is effective only to the extent set out in the written waiver.

7.5 Exercise of power

- 7.5.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this deed is not a waiver of that power or right.
- 7.5.2 An exercise of a power or right under this deed does not preclude a further exercise of it or the exercise of another right or power.

7.6 Survival

Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of this deed, remains in force after the expiration or termination of this deed.

7.7 Governing law

- 7.7.1 This deed is governed by the law in South Australia.
- 7.7.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts in South Australia.

8. NOTICES

- 8.1 A notice, demand, consent, approval or communication under this deed (**Notice**) must be:
 - 8.1.1 in writing, in English and signed by a person authorised by the sender; and
 - 8.1.2 hand delivered or sent by pre paid post or facsimile to the recipient's address or facsimile number specified below, as varied by any Notice given by the recipient to the sender, or affixed in a prominent position on the Land.
- 8.2 At the date of this deed, the address and facsimile number for Notices to the Owner are:

Terramin Asutralia Limited

Address: Level 3, 70 Hindmarsh Square, Adelaide SA 5000
Facsimile no: (08) 8213 1416
Attention: Company Secretary

- 8.3 A Notice is deemed to be received:
- 8.3.1 if hand delivered or affixed in a prominent position on the Land, on delivery or affixing;
 - 8.3.2 if sent by prepaid mail, two Business Days after posting (or seven Business Days after posting if posting to or from a place outside Australia);
 - 8.3.3 if sent by facsimile, at the time and on the day shown in the sender's transmission report, if it shows that the entire Notice was sent to the recipient's facsimile number last Notified by the recipient to the sender.

However if the Notice is deemed to be received on a day that is not a Business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

- 8.4 If two or more persons comprise a party, Notice to one is effective Notice to all.

EXECUTED as a deed

The common seal of Minister....# was affixed in the presence of:

.....
Signature of Mayor

.....
Signature of Chief Executive Officer/City Manager
(Please delete as applicable)

.....
Name of Mayor (print)

.....
Name of Chief Executive Officer/City Manager (print)

Executed by Terramin Australia Limited pursuant to section 127 of the *Corporations Act 2001*

.....
Signature of Director

.....
Signature of Director/Company Secretary
(Please delete as applicable)

.....
Name of Director (print)

.....
Name of Director/Company Secretary (print)

or

Investec Bank (Australia) Limited being a person with a legal interest in the Land by registered as mortgagee consents to the Owner entering into this deed.

.....

The Owner certifies pursuant to section 57(4) of the Act that no other person has a legal interest in the Land.

Signed for Terramin Australia Limited
by an authorised representative in the
presence of:

.....
Signature of authorised representative

.....
Name of authorised representative (print)

DRAFT

Schedule - PLAN

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