

DIVISION 4D - CPC PROVISIONS

54. CPC OBLIGATIONS AND BENEFITS

54.1 Surrender of pastoral leases

Note The areas referred to in clause 54.1 will need to be surrendered when this deed is registered on the Register or 9 months after the Execution Date.

Promptly after the earlier of Registration Date or 9 months after Execution Date, Crosswalk and Carlton Hill must surrender to the State those parts of the Ivanhoe Pastoral Lease and the Carlton Hill Pastoral Lease which are within the:

- (a) M2 Development Area;
- (b) Mantinea Development Area;
- (c) Mantinea Foreshore Reserve Area;
- (d) Ord West Bank Development Area;
- (e) Ord West Bank Foreshore Reserve Area;
- (f) East Kununurra Additional Area;
- (g) Kununurra Additional 29 Acquisition Area;
- (h) Government Land Acquisition Area;
- (i) CPC Freehold Surrender Area;
- (j) Zimmerman Area;
- (k) Weaber Area;
- (l) Livistona Area;
- (m) Pincombe Area;
- (n) Ningbing West Area; and
- (o) Raw Materials Areas as depicted on Map 14B and 14C in Schedule 2.

54.2 CPC Freehold

- (1) As soon as practicable after the Execution Date CPC, Crosswalk and Carlton Hill must provide or be able to provide public road access to the CPC Freehold Area.
- (2) The State must provide appropriate administrative assistance to enable CPC, Crosswalk and Carlton Hill to promptly perform their obligations under this deed regarding CPC's provision of public road access to the CPC Freehold Area.
- (3) The State must grant or transfer to CPC fee simple absolute titles to the CPC Freehold Area promptly after all of the following events have occurred:
 - (a) Crosswalk has surrendered all of those parts of the Ivanhoe Pastoral Lease referred to in clause 54.1;
 - (b) Carlton Hill has surrendered all of those parts of the Carlton Hill Pastoral Lease referred to in clause 54.1; and
 - (c) CPC has provided or is able to provide public road access to each of the parcels that comprise the CPC Freehold Area.

- (4) CPC is not obliged to pay the money referred to in clause 2.3(d) of the Land Exchange Agreement except in exchange for those titles.

54.3 Grant of licences and easements to CPC Parties

- (1) The State must:

- (a) prior to the surrender of those parts of the Ivanhoe Pastoral Lease in accordance with clause 54.1 consult with the MG Corporation regarding the grant of licences, easements or rights of way in accordance with clause 54.3(1)(b); and
- (b) upon the surrender of those parts of the Ivanhoe Pastoral Lease in accordance with clause 54.1 grant to Crosswalk:
 - (i) a licence, easement or right of way to access the Mantinea CPC Water Points and for the construction and maintenance of pipes, pumps and related facilities to supply water to any stock on any land remaining within Ivanhoe Pastoral Lease or within the CPC Freehold Area which by reason of the surrenders referred to in clause 54.1 has lost access to water previously supplied to it;
 - (ii) a licence, easement or right of way to access Sorby Camp Bore and Davies Bore and for the construction and maintenance of pipes, pumps and related facilities to supply water to any stock on any land remaining within Ivanhoe Pastoral Lease which by reason of the surrender referred to in clause 54.1 has lost access to water previously supplied to it; and
 - (iii) a right of way over Weaber Area for CPC to access those parts of the Ivanhoe Pastoral Lease north of the Weaber Area for the purpose of carrying out pastoral activities

- (2) The State must:

- (a) prior to the surrender of those parts of the Carlton Hill Pastoral Lease in accordance with clause 54.1, consult with the MG Corporation regarding the grant of licences, easements or rights of way in accordance with ~~clauses 54.2(2)(e) and 54.3(2)(b)~~ and 54.3(2)(c);
- (b) upon the surrender of those parts of the Carlton Hill Pastoral Lease in accordance with clause 54.1, grant to Carlton Hill a right of way over Weaber Area for CPC to access those parts of the Carlton Hill Pastoral Lease north of the Weaber Area for the purpose of carrying out pastoral activities;
- (c) upon the surrender of those parts of the Carlton Hill Pastoral Lease in accordance with clauses 54.1, grant to Carlton Hill a licence, easement or other right of way necessary for Carlton Hill to access to the Ningbing CPC Water Point for watering stock grazing on Carlton Hill Pastoral Lease subject to the following:
 - (i) CALM may construct fences to protect areas of particular conservation significance such as important wetlands and, if it proposes to do so, CALM must seek to obtain the resources to supply the necessary fencing materials and construct the fences;

- (ii) CALM must only construct fencing pursuant to clause 54.3(2)(c)(i) if stock watering facilities or alternative water sources have been installed pursuant to clause 54.3(2)(c)(iii);
 - (iii) if through the construction of fences to protect areas of particular conservation significance, stock are thereby prevented from having access to water supplies, stock watering facilities shall be placed outside the fenced areas;
 - (iv) CALM must seek the necessary resources to pay for the construction of associated infrastructure such as bores, windmills, pumps, tanks and troughs to the extent necessary to provide alternate water sources because of the construction of fencing under clause 54.3(2)(c)(iii);
 - (v) CALM and Carlton Hill shall investigate alternate sources of water to address the issues raised in clause 54.3(2)(c)(iii);
 - (vi) CALM shall seek resources to cover the costs of development of the alternative water sources in clause 54.3(2)(c)(v);
 - (vii) Carlton Hill shall be responsible for the ongoing maintenance, and cost of that maintenance, of any infrastructure put in place under this clause 54.3(2)(c); and
- (d) upon the surrender of those parts of the Carlton Hill Pastoral Lease in accordance with clause 54.1 grant to Carlton Hill a licence or easement to allow for the construction and maintenance of pipes, pumps and related facilities to supply water from the Ord River to any stock within the CPC Freehold Area which by reason of Carlton Hill's surrender of land adjoining the Ord River under clause 54.1 no longer have access to water from the Ord River.
- (3) Crosswalk or Carlton Hill must comply with all statutory requirements for such water supply and nothing in this clause 54.3 authorises Crosswalk or Carlton Hill to supply water from the Mantinea CPC Water Points, Ningbing CPC Water Point or Sorby Bore or Davies Bore or from the Ord River pursuant to clause 54.3(2)(d) for new operations, uses or developments.
- (4) Upon the surrender of those parts of the Ivanhoe Pastoral Lease in accordance with clause 54.1, the State must grant to CPC an easement to allow access over part of the Ord West Bank Development Area from the Ivanhoe crossing to that part of the CPC Freehold Area which is adjacent to the Ord West Bank Development Area.
- (5) The State may, at any time later than three (3) months after the grant of the licences easements or rights of way in relation to Sorby Camp Bore and Davies Bore referred to in clause 54.3(1)(b)(ii) terminate such licences easements or rights of way in relation to Sorby Camp Bore and Davies Bore by giving three (3) months written notice to Crosswalk.

54.4 Grants of licences for grazing to CPC Parties

- (1) Upon the surrender of those parts of Ivanhoe Pastoral Lease in accordance with clause 54.1, the State must grant to Crosswalk licences under section 91 of the LAA to use those parts of the Ivanhoe Pastoral Lease which are within the M2

Development Area, Mantinea Development Area, the Mantinea Foreshore Reserve Area, Ord West Bank Development Area and the Ord West Bank Foreshore Reserve Area for grazing purposes.

- (2) A licence granted in accordance with clause 54.4(1) may be terminated by the State:
 - (a) when the State requires the land the subject of the licence for agricultural, residential, commercial, industrial or associated purposes; and
 - (b) upon at least 3 months written notice to Crosswalk.

Notes:

- (1) *The State's requirement of the Mantinea Foreshore Reserve Area for foreshore protection and conservation is an "associated purpose" under clause 54.4(2)(a).*
- (2) *The State's requirement of the Ord West Bank Foreshore Reserve Area for public access and recreation and protection of Aboriginal heritage is an "associated purpose" under clause 54.4(2)(a).*
- (3) *In respect of Zimmerman, Weaber, Livistona and Pincombe (which are other areas surrendered under clause 54.1), reserves will be created pending the transfer of freehold to the MG Corporation and the lease back to the State for the purposes of conservation parks. Accordingly they will not be the subject of grazing licences.*

55. CPC COMMITMENTS

- (1) CPC must provide the following training and employment opportunities to up to four (4) MG People nominated by the MG Corporation:
 - (a) within 12 months of the nomination by the MG Corporation, CPC must commence the provision of training in pastoral activities for the nominated MG People. This will include attending schools for stockmen dealing with horse skills, use of chemicals, first aid, occupational health and safety and bush fire fighting; and
 - (b) casual employment for up to four (4) MG People who have successfully completed the training referred to in clause 55(1)(a), to do work such as handling cattle in laneway areas.
- (2) Subject to clause 55(3), Carlton Hill must erect and maintain from time to time over a period of ten (10) years from the Execution Date, portable horse training facilities at a location on Carlton Hill Pastoral Lease to be agreed by Carlton Hill and the MG Corporation for use by MG People nominated by the MG Corporation.
- (3) If Carlton Hill transfers the Carlton Hill Pastoral Lease to another person then:
 - (a) it must procure that other person to execute and deliver to the MG Corporation a deed of undertaking, expressed to be for the benefit of and enforceable by the MG Corporation, under which that person agrees to comply with the obligations in clause 55(2) as if it were Carlton Hill; and
 - (b) upon delivery of such a deed of undertaking, Carlton Hill is released from its obligation under clause 55(2).