



NSW DEPARTMENT OF MINERAL RESOURCES

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Metropolitan Collieries Limited
C/- Helensburgh Coal Pty Ltd
(Atten:- Mr T De Santis - General Manager)
P O Box 402
HELENSBURGH NSW 2508

our ref:- T01-0678

contact:- Tony van Keulen

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15 April 2004

Dear Mr De Santis

**CONSOLIDATED COAL LEASE NO. 703 (ACT 1973)
RENEWAL**

I refer to previous correspondence in connection with the application for renewal of the subject lease.

In accordance with the provisions of Section 114 (1) (a) of the Mining Act, 1992, **Consolidated Coal Lease No. 703 (Act 1973)** has now been renewed for a further term until **26 January 2024** subject to the terms and conditions set out in the attached Instrument of Renewal.

Renewal of the lease took effect from **1 April 2004**.

Yours faithfully,

Tony van Keulen
for Director-General

INSTRUMENT OF RENEWAL

T01-0678

LEASE NO. **CONSOLIDATED COAL LEASE NO. 703 (ACT, 1973)**

HOLDER: **METROPOLITAN COLLIERIES LIMITED (A. B. N. 91 003 135 635)**

DATE OF LEASE: **3 July 1989** **EXPIRY DATE OF LEASE:** **26 January 2003**

PERIOD OF RENEWAL UNTIL: **26 January 2024**

AREA: **about 51.95 square kilometres**

SURFACE EXCEPTION: **** Various**

DEPTH RESTRICTION: **** Various**

**** as depicted on Diagram Catalogue No. D5959, catalogued in the Department of Mineral Resources.**

MINERAL: **COAL**

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 Schedule of Conditions of Authority (Coal) (1999) numbered:
 - 1, 2, 3, 9, 11, 13 to 25 (inclusive), 27, 29, 30, 31, 32, 34, 35, 41, 43 to 51 (inclusive), 54, 55, 58, 59, 60 and 61.

**INSTRUMENT OF RENEWAL
OF
CONSOLIDATED COAL LEASE NO. 703 (ACT, 1973)
(CONTINUED)**

We, Metropolitan Collieries Limited (A. B. N. 91 003 135 635) hereby accept the renewal of this Consolidated Coal Lease and agree to be bound by the conditions specified.




.....
**METROPOLITAN COLLIERIES LIMITED
(A. B. N. 91 003 135 635)**

**TONY DE SANTIS
GENERAL MANAGER**

Date **13/1/04**


.....
WITNESS

TONY McFadden

Date **13/1/04**

~~Renewed this _____ day of _____ 200 .~~

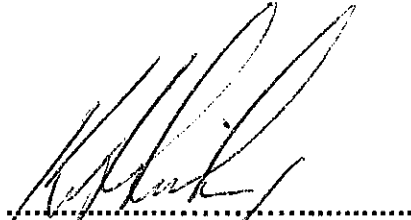
~~.....
Director General
by delegation from the Minister.~~

INSTRUMENT OF RENEWAL
OF
CONSOLIDATED COAL LEASE NO. 703 (ACT 1973)
(CONTINUED)

Renewed this

1st day of April

2004 .

A handwritten signature in black ink, appearing to read 'Kerry Hickey', is written over a horizontal dotted line.

KERRY HICKEY
MINISTER FOR MINERAL RESOURCES

SCHEDULE OF
CONDITIONS OF AUTHORITY (COAL) (1999)

EXTRACTION OF COAL

- 1 The lease holder shall extract as large a percentage of the coal in the subject area as is practicable consistent with the provisions of the Coal Mines Regulations Act 1982 and the Regulations thereunder and shall comply with any direction given or which may be given in this regard by the Minister.

MINING, REHABILITATION, ENVIRONMENTAL MANAGEMENT PROCESS (MREMP)

MINING OPERATIONS PLAN (MOP)

- 2 (1) Mining operations, including mining purposes, must be conducted in accordance with a Mining Operations Plan (the Plan) satisfactory to the Director-General. The Plan together with environmental conditions of development consent and other approvals will form the basis for:-
- (a) ongoing mining operations and environmental management; and
 - (b) ongoing monitoring of the project.
- (2) The Plan must be prepared in accordance with the Director-General's guidelines current at the time of lodgment.
- (3) A Plan must be lodged with the Director-General:-
- (a) prior to the commencement of operations;
 - (b) subsequently as appropriate prior to the expiry of any current Plan; and
 - (c) in accordance with any direction issued by the Director-General.
- (4) The Plan must present a schedule of proposed mine development for a period of up to seven (7) years and contain diagrams and documentation which identify:-
- (a) area(s) proposed to be disturbed under the Plan;
 - (b) mining and rehabilitation method(s) to be used and their sequence;
 - (c) areas to be used for disposal of tailings/waste;
 - (d) existing and proposed surface infrastructure;
 - (e) progressive rehabilitation schedules;
 - (f) areas of particular environmental sensitivity;
 - (g) water management systems (including erosion and sediment controls);
 - (h) proposed resource recovery; and
 - (i) where the mine will cease extraction during the term of the Plan, a closure plan including final rehabilitation objectives/methods and post mining landuse/vegetation

- (5) The Plan when lodged will be reviewed by the Department of Mineral Resources.
- (6) The Director-General may within two (2) months of the lodgement of a Plan, require modification and relodgement.
- (7) If a requirement in accordance with clause (6) is not issued within two months of the lodgement of a Plan, lease holder may proceed with implementation of the Plan submitted subject to the lodgement of the required security deposit within the specified time.
- (8) During the life of the Mining Operations Plan, proposed modifications to the Plan must be lodged with the Director-General and will be subject to the review process outlined in clauses (5) - (7) above.

ANNUAL ENVIRONMENTAL MANAGEMENT REPORT (AEMR)

- 3 (1) Within 12 months of the commencement of mining operations and thereafter annually or, at such other times as may be allowed by the Director-General, the lease holder must lodge an Annual Environmental Management Report (AEMR) with the Director-General.
- (2) The AEMR must be prepared in accordance with the Director-General's guidelines current at the time of reporting and contain a review and forecast of performance for the preceding and ensuing twelve months in terms of:-
 - (a) the accepted Mining Operations Plan;
 - (b) development consent requirements and conditions;
 - (c) Environment Protection Authority and Department of Land and Water Conservation licences and approvals;
 - (d) any other statutory environmental requirements;
 - (e) details of any variations to environmental approvals applicable to the lease area. and
 - (f) where relevant, progress towards final rehabilitation objectives.
- (3) After considering an AEMR the Director-General may, by notice in writing, direct the lease holder to undertake operations, remedial actions or supplementary studies in the manner and within the period specified in the notice to ensure that operations on the lease area are conducted in accordance with sound mining and environmental practice.
- (4) The lease holder shall, as and when directed by the Minister, co-operate with the Director-General to conduct and facilitate review of the AEMR involving other government agencies.

BARRIERS

- 9 The lease holder shall not work or cause to be worked any seam of coal within the subject area without leaving, if the Minister, so directs, a barrier of such width or a protective pillar or pillars of such size or sizes against any surface improvements of any feature whether natural or artificial.

11. The lease holder unless with the consent of the Minister and subject to such conditions as the Minister may impose shall not work or cause to be worked any seam of coal by underground methods within the subject area within the barrier defined as follows:

The land within the zone beneath and adjacent to the **Illawarra Railway** enclosed by an angle of draw of 35° from the vertical plane of the boundary parallel to an thirty (30) metres horizontally distant from either side of the railways lands, such angle of draw being measured outwards from the point on the vertical plane of the said boundary at the surface or at the level of the horizontal plane of the railway track, whichever may be the higher, to the floor of the coal seam in which mining operations are being carried out.

- 13 The lease holder shall not prospect or mine for coal within the area(s) shown on the plan annexed hereto and marked "B" insofar as such area(s) relate(s) to the surface and land below the surface to the depth(s) specified on that plan other than the mining of coal for the purposes of a shaft in the red coloured area.

SHAFTS, DRIFTS, ADITS

- 14 Operations shall be conducted in such a manner as not to cause any danger to persons or stock and the lease holder shall provide and maintain adequate protection to the satisfaction of the Minister around each shaft or excavation opened up or used by the lease holder.

DUMPS

- 15 The lease holder shall comply with any direction, given or which may be given by the Inspector regarding the dumping, depositing or removal of material extracted as well as the stabilisation and revegetation of any dumps of coal, minerals, mine residues, tailings or overburden situated on the subject area or the associated colliery holding.
- 16 The lease holder shall comply with any direction given or which may be given by the Minister regarding the spraying of coal dumps on the subject area.

DUST

- 17 The lease holder shall take such precautions as are necessary to abate any dust nuisance.

MANAGEMENT AND REHABILITATION OF LANDS (GENERAL)

- 18 The lease holder shall not interfere in any way with any fences on or adjacent to the subject area unless with the prior written approval of the owner thereof or the Minister and subject to such conditions as the Minister may stipulate.
- 19 The lease holder shall observe any instruction given or which may be given by the Minister with a view to minimising or preventing public inconvenience or damage to public or private property.
- 20 If required to do so by the Minister and within such time as may be stipulated by the Minister the lease holder shall carry out to the satisfaction of the Minister surveys of structures, buildings and pipelines on adjacent landholdings to determine the effect of operations on any such structures, buildings and pipelines.
- 21 If so directed by the Minister the lease holder shall rehabilitate to the satisfaction of the Minister any lands within the subject area which may have been disturbed by the lease holder.

- 22 Upon completion of operations on the surface of the subject area or upon the expiry or sooner determination of this authority or any renewal thereof, the lease holder shall remove from such surface such buildings, machinery, plant, equipment, constructions and works as may be directed by the Minister and such surface shall be rehabilitated and left in a clean, tidy and safe condition to the satisfaction of the Minister.
- 23 If so directed by the Minister the lease holder shall rehabilitate to the satisfaction of the Minister and within such time as may be allowed by the Minister any lands within the subject area which may have been disturbed by mining or prospecting operations whether such operations were or were not carried out by the lease holder.
- 24 The lease holder shall take all precautions against causing outbreak of fire on the subject area.
- 25 The lease holder shall provide and maintain to the satisfaction of the Minister efficient means to prevent contamination, pollution, erosion or sedimentation of any river, stream, creek, tributary, lake, dam, reservoir, watercourse or catchment area or any undue interference to fish or their environment and shall observe any instruction given or which may be given by the Minister with a view to preventing or minimising the contamination, pollution, erosion or sedimentation of any river, stream, creek, tributary, lake, dam, reservoir, watercourse or catchment area or any undue interference to fish or their environment.

TREES (PLANTING AND PROTECTION OF) FLORA AND FAUNA AND ARBOREAL SCREENS

- 27 If so directed by the Minister, the lease holder shall ensure that operations are carried out in such manner so as to minimise disturbance to flora and fauna within the subject area.
- 29 The lease holder shall maintain an arboreal screen to the satisfaction of the Minister within such parts of the subject area as may be specified by the Minister and shall plant such trees or shrubs as may be required by the Minister to preserve the arboreal screen in a condition satisfactory to the Minister.

SOIL EROSION

- 30 The lease holder shall conduct operations in such a manner as not to cause or aggravate soil erosion and the lease holder shall observe and perform any instructions given or which may be given by the Minister with a view to minimising or preventing soil erosion.

ROADS

- 31 The lease holder shall pay to **Wollongong City Council**, Department of Land and Water Conservation or the Chief Executive, Roads and Traffic Authority the cost incurred by such Council or Department or Chief Executive of making good any damage caused by operations carried on by or under the authority of the lease holder to any road adjoining or traversing the surface or the excepted surface, as the case may be of the subject area.

PROVIDED HOWEVER that the amount to be paid by the lease holder as aforesaid shall be reduced by such sum of money if any as may be paid to the said Council the Department of Land and Water Conservation or the Chief Executive, Roads and Traffic Authority as the case may be from the Mine Subsidence Compensation Fund constituted under the Mine Subsidence Compensation Act, 1961, in settlement of a claim for compensation for the same damage.

- 32 In the event of operations being conducted on the surface of any road, track or firetrail traversing the subject area or in the event of such operations causing damage to or interference with any such road, track or firetrail the lease holder, at his own expense, shall if directed to do so by the Minister provide to the satisfaction of the Minister an alternate road, track or firetrail in a position as required by the Minister and shall allow free and uninterrupted access along such alternate road, track or firetrail and, if required to do so by the Minister, the lease holder shall upon completion of operations rehabilitate the surface of the original road, track or firetrail to a condition satisfactory to the Minister.

CATCHMENT AREA

- 34 (a) The lease holder shall carry out operations within the **Woronora Special Area** in such a way as to conform strictly to all provisions of the Sydney Water Catchment Management Act, 1998 and the regulations made and currently in force under that Act so that:
- (i) no catchment infrastructure works and buildings owned by or vested in the Sydney Catchment Authority [SCA], or the stored waters, are wilfully, accidentally or negligently destroyed, damaged or interfered with;
 - (ii) the **Woronora Special Area** is not polluted by operations of the lease holder;
 - (iii) the purity of the stored waters within the Woronora Dam are preserved;
 - (iv) any requirements notified by the SCA to the lease holder, made in accordance with the provisions of the Sydney Water Catchment Management Act, 1998 and the regulations made thereunder, are complied with.
- (b) If the lease holder shall at all times and at the first available opportunity notify the SCA of its current use or its intended use of any process which is likely to pollute the **Woronora Special Area**, the stored waters of the **Woronora Dam** or cause damage to the catchment infrastructure works, buildings and stored waters owned by the SCA situated on the Special Area.
- (c) The SCA shall within five (5) working days following the receipt of the lease holder's notification as referred to in Condition 34 (b), inform the lease holder and the Minister of its opinion of the likely impact of the process to pollute the **Woronora Special Area** and stored waters and to cause damage to the catchment infrastructure works, buildings and stored waters owned by the SCA.
- (d) The lease holder, upon service of a notice under the hand of the Minister to do so shall:
- (i) immediately discontinue the use of such process (and in all cases within twenty four (24) hours) or
 - (ii) thereafter refrain from adopting such process at any time, as the case may require.

- (e) The lease holder shall undertake environmental assessment for all surface works (including exploration, drilling, clearing of vegetation, and construction of access tracks) within the **Woronora Special Area**. The assessments are to be to the satisfaction of the SCA.
- (f) The lease holder is to obtain the permission of the SCA to enter the **Woronora Special Area**.
- (g) The lease holder shall provide and maintain to the satisfaction of the Minister efficient means to prevent the contamination, pollution, erosion or sedimentation of any stream or watercourse or Special Area and shall observe any instruction given or which may be given by the Minister with a view to preventing or minimising the contamination, pollution or sedimentation of any stream watercourse or Special Area.
- (h) The lease holder hereby covenants with Us Ours Heirs and Successors and as a separate covenant the lease holder hereby covenants with the SCA and its Successors that the lease holder shall at all times hereafter save harmless and keep Us and the said SCA and Our Heirs and Successors and the Successors of the said Authority indemnified from payment of compensation and from and against all actions proceedings claims and demands in respect of any injury loss of damage arising out of or in any way connected with any interference with or deprivation or loss of access to the land and premises of this authority which may occur by reason of any works or operations undertaken or carried out by the said SCA or arising out of or in any way connected with any discontinuance or alteration of any process consequent upon the service of a notice in pursuance of the provisions of Condition 34(b) or arising out of or in any way connected with the operation of any regulations relating to Special Area in force at the date hereof or made by the said SCA at any time hereafter and the lease holder hereby agrees that for the purpose of this condition the said SCA shall be deemed to be a party to this authority.

35 The lease holder shall:

- (a) Make such provisions for sanitation as may be directed by the SCA and shall at all times observe and perform any requirements of the said Authority respecting sanitation.
- (b) not establish any camps or habitations within any area under the control of the Authority unless with the consent of the SCA.
- (c) Not sink any drillhole within the stored waters on the subject area nor within **40** metres of the top water level thereof unless with the consent of the SCA.
- (d) Not sink any drillhole within any watercourse on the **Woronora Special Area** nor within **800** metres thereof unless with the consent of the SCA.
- (e) Not interfere with or impede the use of the SCA's tracks or endanger their stability in any way by reason of the operations.
- (f) Not construct any road to the sites of any drillholes unless with the consent of the SCA to the proposed route and type of road construction.

- (g) Not interfere in any way with any fences on or adjacent to the **Woronora Special Area** unless with the consent in writing of the owner thereof or the SCA.
- (h) Give twenty eight days notice to the General Manager Catchment Operations and Major Projects, Sydney Catchment Authority, Penrith, of its intention to commence drilling operations.
- (i) Not cut or remove any timber except such as directly obstructs or prevents the carrying on of operations and the lease holder shall obtain the consent in writing of the SCA before making use of the timber so cut for other than in connection with operations.
- (j) Complete work in relation to rehabilitation within the **Woronora Special Area** before termination of the authority to the satisfaction of the SCA.

TRANSMISSION LINES, COMMUNICATION LINES AND PIPELINES

- 41 The lease holder shall as far as is practicable so conduct operations as not to interfere with or impair the stability or efficiency of any transmission line, communication line or pipeline traversing the surface or the excepted surface of the subject area and shall comply with any direction given or which may be given by the Minister in this regard.

ABORIGINAL PLACE OR ABORIGINAL OBJECT

- 43 The lease holder shall not knowingly destroy, deface or damage any Aboriginal object or Aboriginal place within the subject area except in accordance with an authority issued under the National Parks and Wildlife Act, 1974, and shall take every precaution in drilling, excavating or disturbing the land against any such destruction, defacement or damage.

LABOUR/EXPENDITURE

- 44 The lease holder shall during each year of the term of the authority:
- (a) ensure that at least **208** workers are efficiently employed on the subject area; or
 - (b) expend on operations carried out in the course of prospecting or mining the subject area, an amount of not less than **\$3,640,000.00**.

The Minister may, at any time after a period of two (2) years from the date on which this authority has effect or from the date on which the renewal of this authority has effect, increase or decrease the amount of expenditure or labour required.

ADDITIONAL INFORMATION

- 45 The lease holder shall if directed by the Minister and within such time as the Minister may stipulate furnish to the Minister:
- (a) information regarding the ownership of the land within the subject area;
 - (b) information regarding the ownership of the coal within the subject area prior to 1st January, 1982;
 - (c) an indemnity in a form approved by the Minister indemnifying the Crown and the Minister against any wrong payment effected as a result of incorrect information furnished by the lease holder;
 - (d) information regarding the financial viability of the lease holder and operations within and associated with the subject area; and

- (e) information regarding shareholdings in the lease holder.

SERVICE OF NOTICES

- 46 Within a period of three (3) months from the date of service of the notice of renewal of this authority, or within such further time as the Director General may allow, the lease holder shall serve on each landholder within the subject area a notice in writing indicating that this authority has been renewed and whether the authority includes the surface. The notice shall be accompanied by an adequate plan and description of the subject area.

If there are ten (10) or more landholders affected the lease holder may serve the notice by publication in a newspaper circulating in the region where the subject area is situated. The notice shall indicate that this authority has been renewed, state whether the authority includes the surface and shall contain an adequate plan and description of the subject area.

INSPECTORS

- 47 (a) Where an Inspector under the Mining Act 1992 is of the opinion that any condition of this authority relating to operations within the subject area, or any provision of the Mining Act, 1992, relating to operations within the subject area, are not being complied with by the lease holder, the Inspector may serve on the lease holder a notice stating that and give particulars of the reason why, and may in such notice direct the lease holder:
- (i) to cease operations within the subject area in contravention of that condition or Act; and
 - (ii) to carry out within the specified time works necessary to rectify or remedy the situation.
- (b) The lease holder shall comply with the directions contained in any notice served pursuant to sub paragraph (a) of this condition. The Director General may confirm, vary or revoke any such direction.
- (c) A notice referred to in his condition may be served on the Colliery Manager.

INDEMNITIES

- 48 The lease holder shall indemnify and keep indemnified the Crown from and against all actions suits and claims and demands of whatsoever nature and all costs charges and expense which may be brought against the lease holder or which the lease holder may incur 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 boundaries of the subject area or in connection with any of the operations notwithstanding that all other conditions of this authority 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 which the lease holder may be licensed or compelled to do hereunder.
- 49 The lease holder shall save harmless the Crown from payment of compensation and from and against all claims, actions, suits or demands whatsoever in the event of any damage resulting from mining operations under or near the subject area.

PROSPECTING (GENERAL)

- 50 (a) Where the lease holder desires to commence prospecting operations in the subject area the lease holder shall notify the Director General in writing and shall comply with such additional conditions as the Minister may impose including any condition requiring the lodgement of an additional bond or other form of security for rehabilitation of the area affected by such operations.
- (b) Where the lease holder notifies the Director General pursuant to sub paragraph (a) of this condition the lease holder shall furnish with that notification details of the type of prospecting methods that would be adopted and the extent and location of the area that would be affected by them.

SECURITY DEPOSIT

- 51 (a) The lease holder shall, upon request by the Director General, lodge with the Minister the sum of **\$2,700,000.00 (two million, seven hundred thousand dollars)** as security for the fulfillment of the obligations of the lease holder under Consolidated Coal Lease 703 (Act 1973), Mining Purposes Lease 320 (Act 1973) and Coal Lease 379 (Act 1973). In the event that the lease holder fails to fulfill any of the lease holder's obligations under these authorities the said sum may be applied at the discretion of the Minister towards the cost of fulfilling such obligations. For the purposes of the clause a lease holder shall be deemed to have failed to fulfill the lease holder's obligations under these authorities, if the lease holder fails to comply with any condition or provision of this authority, any provision of the Act or regulations made thereunder or any condition or direction imposed or given pursuant to a condition or provision of these authorities or of any provision of the Act or regulations made thereunder.
- (b) The lease holder must provide the security required by sub-clause (a) hereof in one of the following forms:-
- (i) cash, or
- (ii) a security certificate in such form and given by such surety as may from time to time be approved by the Minister.
- (c) The Minister may at any time after the commencement of these authorities or any renewal thereof, vary the amount of security required in accordance with this condition.

ROYALTY AT ADDITIONAL RATE

- 54 The lease holder shall during the term of this authority pay to the Minister royalty at the additional rate as prescribed by the Regulations for coal recovered by open cut mining methods from the area.

METHODS OF OPERATION (PRESCRIBED DAMS)

55. The lease holder shall comply with the conditions as set out in the attached Annexure "A".

PRIOR BARRIER & MINING APPROVALS

58. Any approval or consent previously given by the Minister to the effect that the lease holder may mine for, work, win or remove coal from any part of the subject area, including any approval or consent given pursuant to any barrier condition contained in leases consolidated into this lease, shall be deemed to be a consent given subject to the same conditions of that approval or consent under this lease.

DETAILS OF LANDS, PURPOSES AND ADDITIONAL CONDITIONS

59. The lease holder shall be limited to the following operations and conditions within the specified areas described on the plan annexed hereto and marked "B".

COLUMN 1	COLUMN 2	COLUMN 3
Lands shown by dark blue colour on the plan annexed hereto and marked "B".	1. Construction, maintenance or use (in or in connection with mining operations) of any building, mining plant, pipeline or railway. 2. the storage of machinery	Condition No.60 a) of this Schedule.
lands shown by yellow colour on the plan annexed hereto and marked "B".	1. the construction, maintenance or use (in or in connection with mining operations) of any dam, drain, pipeline or reservoir 2. the stockpiling or depositing of overburden, ore or tailings	NIL.
Lands shown by light green colour on the plan hereto and marked "B".	Construction, maintenance or use (in or in connection with mining operations) of: any dam or drain	NIL.
Lands shown by dark green colour on the plan hereto and marked "B".	Construction, maintenance or use (in or in connection with mining operations) of any road	Condition No. 60 b) of this Schedule
Lands shown by red colour on the plan hereto and marked "B".	1. Construction, maintenance or use (in or in building, connection with mining operations) of any building, machinery, road or telephone line 2. the storage of machinery 3. the generation and transmission of electricity for use in or in connection with mining operations,	Condition No. 60 c) to y) of this Schedule

60. With regard to Condition No. 59 and the plan annexed hereto and marked "B", the lease holder:

- a) shall comply with any direction given or which may be given by the Minister regarding any railway within the subject lands.
- b) shall permit free and uninterrupted access along any road within the subject lands.
- c) shall submit to the Sydney Catchment Authority [the SCA] for it's approval, full sets of the survey and design plans of all proposed surface installations well in advance of the time intended to commence construction thereof, and no work shall commence until the SCA's approval is given thereto.

- d) shall comply with any restrictions and / or requirements by the SCA as to ground surface disturbance, scrub or tree cutting and removal, clearing, burning off and other related activities.
- e) shall stabilise all fill and cut banks by guniting or other process approved by the SCA. The lease holder shall place as directed by the SCA all excavated material cut and not required for fill purposes.
- f) shall ensure that:
 - a) the shaft and other surface operational sites are drained to the SCA's satisfaction in such a manner as will prevent the discharge therefrom of rainwater, surface water and other drainage by a direct route to stored water or any watercourse.
 - b) the drains are equipped with sediment arrestor pits of adequate capacity, constructed so as to permit cleaning without the accidental escape of sediment therefrom.
 - c) no drainage from underground mine workings is pumped up the shafts onto the **Woronora Special Area** unless it is impractical to dispose of it otherwise, and in such a case, special treatment may be required or the drainage pumped clear of the **Woronora Special Area**, as the SCA may decide.
- g) shall not leave deposited on the surface of any mine residues, tailings or refuse without specific approval from the SCA and shall, if directed by the SCA, remove or all thereof from the **Woronora Special Area**.
- h)
 - a) shall submit to the Authority for approval full sets of survey and design plans for all access or other roads proposed to be located on the **Woronora Special Area** well in advance of the time intended to commence construction thereof and no work shall commence thereon until approval has been given by the SCA.
 - b) shall ensure that such roads are properly drained and constructed at the lease holder's expense. The SCA reserves the right to use for it's own lawful purposes and without cost to itself any roads so constructed on the **Woronora Special Area**.
- i) in respect of such roads, shall ensure that:
 - a) cut and fill road formations are kept to a minimum.
 - b) all material cut and not required as fill is disposed of as approved, or directed, by the SCA.
 - c) all embankments are stabilised by guniting, or other process as approved by the SCA so as prevent erosion.
 - d) vegetation is re-established as directed by the SCA.
 - e) fencing and gates with locks are provided at locations approved by the SCA so as to prevent unauthorised entry to the **Woronora Special Area** or any operational area.

- j) shall observe any requirement of the SCA as to the method or order of construction of any road works approved in accordance with these conditions so as to prevent erosion or sedimentation or pollution of the **Woronora Special Area** or any watercourse or the stored waters of any dam.
- k) shall ensure road making operations are limited strictly to the width approved by the SCA to be cleared for the route of any such roads. The parking of plant or stockpiling of materials beyond the approved width shall be prohibited except in areas specially approved in advance by the SCA for such purposes.
- l) shall ensure that the use of any airshaft by personnel is subject to the provision of satisfactory hygiene arrangements and shall provide for the disposal of sewage and waste water outside the **Woronora Special Area**.
- m) at his own expense, shall carry out at the site or access thereto any structural or civil engineering works which may be directed by the SCA with a view to avoiding pollution or sedimentation of the SCA's water supply or the **Woronora Special Area**.
- n) shall keep the area in a clean condition, maintain ground cover vegetation and establish it artificially where directed, to the satisfaction of the SCA.
- o) shall limit the use of petrol, oil, grease or similar materials to the minimum essential and shall arrange that the use of these materials shall be carried out in locations specifically provided to the satisfaction of the SCA.
- p) shall accept responsibility for the control and conduct of his employees or other persons engaged in business with the lease holder at all times whilst they are on that part of the **Woronora Special Area** embraced by the subject lands whether actually working or not. If any person in the employ of the lease holder is guilty of offence under any of the SCA's by-laws governing the control or use of the area of the **Woronora Special Area** embraced by the subject lands the lease holder shall take all possible steps to transfer that employee to work outside the area.
- q) shall allow entrance by authorised officers or employees of the SCA to the surface works at any time for the purposes of their official duties and the production of an official identification as issued by the SCA shall be accepted by the lease holder as sufficient proof of identity.
- r)
 - (a) shall ensure that entry onto the **Woronora Special Area** from the point at which the access road leaves the public road is controlled so that only persons engaged in bona-fide business with the lease holder enter onto the **Woronora Special Area** at this point.
 - (b) shall be responsible for the provisions of fencing, gates and locks and the manning of the entrance and the locking of the entrance gate when personnel are not engaged at the site and shall be carried out to the satisfaction of the SCA.
- s) shall provide and maintain suitable signs of a type approved by the SCA at the airshaft and access road junction, outlining regulations pursuant to the Sydney Water Catchment Management Act, 1998 for Special Areas.

- t) shall provide and maintain at his own expense manproof mesh and barbed wire fencing around the whole perimeter of the airshaft site enclosing all buildings, paved areas and works.
- u) shall not permit any fireplace to be constructed unless protected by stone wallings and fires lit therein shall not be left unattended.
- v) shall take adequate precautions for the prevention of fire to the satisfaction of the SCA and in the event of any fire caused by the operations of the lease holder within the **Woronora Special Area**, the lease holder shall be responsible for the cost of fire suppression activities incurred by the SCA and shall be responsible for the cost of any damage to property resulting from the fire.
- w) shall ensure that no fires are lit on the site for the purposes of clearing vegetation or other materials without the prior approval of and subject to such conditions as may be stipulated by the Sydney Catchment Authority's General Manager Catchment Operations and Major Projects.
- x) shall give to the Sydney Catchment Authority's General Manager Catchment Operations and Major Projects, three days' prior notice of its intention to commence any phase of the works hereby authorised.
- y) shall, if so directed by the Minister, carry out such improvements as may be required by the Minister to the junction of the road and the Princes Highway pavement.

SUBSIDENCE MANAGEMENT

- 61.
- (a) The leaseholder shall prepare a Subsidence Management Plan prior to commencing any underground mining operations which will potentially lead to subsidence of the land surface.
 - (b) Underground mining operations which will potentially lead to subsidence include secondary extraction panels such as longwalls or miniwalls, associated first workings (gateroads, installation roads and associated main headings, etc), and pillar extractions, and are otherwise defined by the *Guideline for Applications for Subsidence Management Approvals*.
 - (c) The leaseholder must not commence or undertake underground mining operations that will potentially lead to subsidence other than in accordance with a Subsidence Management Plan approved by the Director-General, an approval under the *Coal Mines Regulation Act 1982*, or the document *Transitional Provisions for the New Subsidence Management Plan Approval Process*.
 - (d) Subsidence Management Plans are to be prepared in accordance with the *Guideline for Applications for Subsidence Management Approvals*.
 - (e) Subsidence Management Plans as approved shall form part of the Mining Operations Plan required under Condition 2 and will be subject to the Annual Environmental Management Report process as set out under Condition 3. The SMP is also subject to the requirements for subsidence monitoring and reporting set out in the document *New Approval Process for Management of Coal Mining Subsidence*.

ANNEXURE 'A'

METHODS OF OPERATION (PRESCRIBED DAMS)

- (A) Notwithstanding any Mining
- (B) Operations Plan, the lease holder must not mine within any part of the lease area which is within the notification area of the **Woronora Dam** without the prior written approval of the Minister and subject to any conditions he may stipulate.
- (B) Where the lease holder desires to mine within the notification area he must:-
 - (a) at least twelve (12) months before mining is to commence or such lesser time as the Minister may permit, notify the Minister of the desire to do so. A plan of the mining system to be implemented must accompany the notice; and
 - (b) provide such information as the Minister may direct.
- (C) The Minister must not, except in the circumstances set out in sub-paragraph (ii), grant approval unless sub-paragraph (i) of this paragraph has been complied with.
 - (i) This sub-paragraph is complied with if:-
 - (a) the Dams Safety Committee as constituted by Section 7 of the Dams Safety Act 1978 and the owner of the dam have been notified in writing of the desire to mine referred to in paragraph (B).
 - (b) the notifications referred to in clause (i) are accompanied by a description or plan of the area to be mined.
 - (c) the Director-General has complied with any reasonable request made by the Dams Safety Committee or the owner of the dam for further information in connection with the mining proposal.
 - (d) the Dams Safety Committee has made its recommendations concerning the mining proposal or has informed the Minister in writing that it does not propose to make any such recommendations; and
 - (e) where the Dams Safety Committee has made recommendations the approval is in terms that are:-
 - (i) in accordance with those recommendations; or
 - (ii) where the Minister does not accept those recommendations or any of them - in accordance with a determination under sub-paragraph (ii) of this paragraph, or
 - (ii) Where the Minister does not accept the recommendations of the Dams Safety Committee or the owner of the dam or where the Dams Safety Committee or the owner of the dam has failed to make any recommendations and has not informed the Minister in writing that it does not propose to make any recommendations, the approval shall be in terms that are, in relation to matters dealing with the safety of the dam:-

- (a) as determined by agreement between the Minister and the Minister administering the Dams Safety Act 1978; or
- (b) in the event of failure to reach such agreement - as determined by the Premier.

(D) The Minister, on notice from the Dams Safety Committee, may at any time or times:-

- (i) cancel any approval given where a notice pursuant to Section 18 of the Dams Safety Act 1978 is given.
- (ii) suspend for a period of time, alter, omit from or add to any approval given or conditions imposed.

METROPOLITAN

PLAN A

SUBJECT TO SURVEY

Papers: M85-346

PARISHES: BULGO, HEATHCOTE
& SOUTHEAST

COUNTY: CUMBERLAND

SURFACE EXCEPTION / DEPTH RESTRICTION

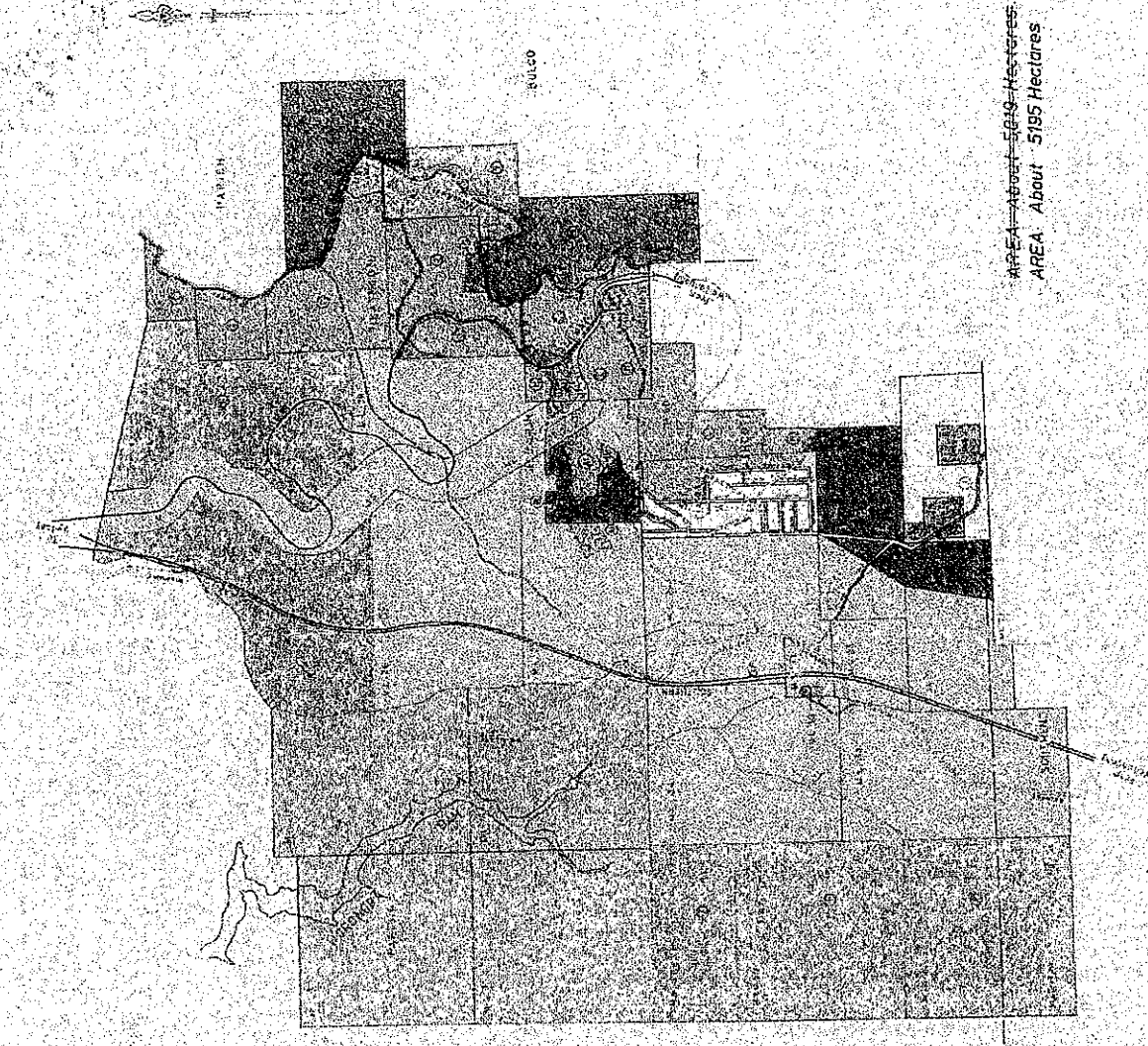
- Embrozes the surface and land below to unlimited depth.
- Excepts the surface and land below to a depth of 15.24 metres.
- Excepts the surface and land below to a depth of 30.48 metres.
- Excepts the surface and land below to a depth of 60.96 metres.
- Excepts the surface and land below to a depth of 91.44 metres.
- Excepts the surface and land below to a depth of 182.9 metres.
- Excepts the surface and land below to a depth of 182.9 metres and embrozes the coal only above that depth below the surface.
- Embrozes the coal only below the surface.
- Excepts the surface and land below to a depth of 182.9 metres and embrozes the coal only above that depth below the surface.
- Embrozes the coal only.
- Excepts the surface and land below to a depth of 15.24 metres.
- Excepts the surface and land below to a depth of 30.48 metres.
- Embrozes the surface and land below to a depth of 15.24 metres and the land below a depth of 15.24 metres below the surface.
- Excepts the surface and land below to a depth of 30 metres.
- Excepts the surface and land below to a depth of 182.9 metres.

THIS IS PLAN A' SUBMITTED TO THE SURVEYOR
COMPLYING WITH THE ACT OF 1953
AND THE ACT OF 1954
COLLIERIES LIMITED
METROPOLITAN
11/10/54

CATALANQUE 11 1954
B1006720

METROPOLITAN

SCALE: 1:25,000



AREA: About 500 Hectares
AREA: About 5195 Hectares

DIAGRAM A
NOT TO SCALE

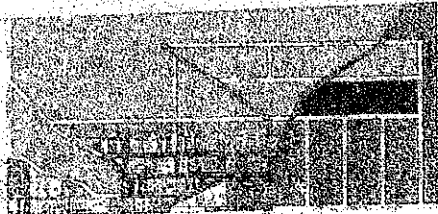


DIAGRAM B
NOT TO SCALE



DIAGRAM C
NOT TO SCALE



PLAN B

Pagers : MB5-346.

COUNTY: Cumberland

Areas referred to in Condition No. 12 of the Conditions of Consolidated Coal Leases, 1985 annexed to this lease.

(Dark Blue) : Portion 617 - formerly Mining Property Lease
N° 725 (A-1) 1905 Depth Restriction : 15-24 metres

(Yellow; portion S10); 2 - formerly Mining Purposes Lane
N° 226 (Ac 1906) Depth Restriction : 15-22 meters.

(Light Green) - Porima - All 52 - Family - Meeting Purposes
Lease N° 76 (Act 1968) Depth Restriction - 15-24 metres.

(Doit Giesse) = Perine M: 72 - Formerly Mining purposes
 Town N: 1346 (Act. 1916) Quail, Sooty: 1000 15-200000

(Red) Section 44.39 - Formerly Mining Purposes Lease
 No 1470 (Act 1974); Davis Extraction - 1974; active

Handwritten: COLLECTED BY JAMES H. BROWN
JAN 10 1892

CATALOGUE N° D 5959

華僑日報

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W. J. J. J. J.

2462

2005

DISCARD C

01/25/2010