



Austral-Pacific Fertilizers Limited Agreement Act 1967

Reprinted as in force on 2 February 1996

Replacement Reprint No. 1

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

Information about this reprint

This Act is reprinted as at 2 February 1996. The reprint—

- shows the law as amended by all amendments that commenced on or before that day (Reprints Act 1992 s 5(c))
- incorporates all necessary consequential amendments, whether of punctuation, numbering or another kind (Reprints Act 1992 s 5(d)).

The reprint includes a reference to the law by which each amendment was made—see list of legislation and list of annotations in endnotes. Also see list of legislation for any uncommenced amendments.

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

- update citations and references (pt 4, div 2)
- 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 (s 39)
- omit the enacting words (s 42A).

This page is specific to this reprint. A table of reprints is included in the endnotes.

Also see endnotes for information about—

- **when provisions commenced**
- **editorial changes made in the reprint, including table of obsolete and redundant provisions.**

Note—see endnote 6 for list of legislation for variation of agreement in the schedule to the Act.

Dates shown on reprints

Reprints dated at last amendment All reprints produced on or after 1 July 2002, hard copy and electronic, are dated as at the last date of amendment. Previously reprints were dated as at the date of publication. If a hard copy reprint is dated earlier than an electronic version published before 1 July 2002, it means the legislation was not further amended and the reprint date is the commencement of the last amendment.

If the date of a hard copy reprint is the same as the date shown for an electronic version previously published, it merely means that the electronic version was published before the hard copy version. Also, any revised edition of the previously published electronic version will have the same date as that version.

Replacement reprint date If the date of a hard copy reprint is the same as the date shown on another hard copy reprint it means that one is the replacement of the other.



Queensland

Austral-Pacific Fertilizers Limited Agreement Act 1967

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*Austral-Pacific Fertilizers Limited Agreement Act
1967*

Austral-Pacific Fertilizers Limited Agreement Act 1967

[as amended by all amendments that commenced on or before 2 February 1996]

An Act with respect to an agreement entered into for and on behalf of the State with Austral-Pacific Fertilizers Limited in relation to the establishment in Queensland of a fertilizer plant and industry

1 Short title

This Act may be cited as the *Austral-Pacific Fertilizers Limited Agreement Act 1967*.

3 Agreement has force of law

The agreement has the force of law as though the agreement were an enactment of this Act.

4 Variation of agreement

- (1) The agreement may be varied by a further agreement between the Minister and the other party to the agreement.
- (2) The Minister may make a further agreement only if the proposed further agreement has been approved by regulation.
- (3) The Minister must notify the day of the making of the further agreement by gazette notice.
- (4) The agreement as varied has the force of law as if it were an enactment of this Act.

Austral-Pacific Fertilizers Limited Agreement Act
1967

5 Regulation making power

The Governor in Council may make regulations under this Act.

Schedule¹

section 2

THIS AGREEMENT is made the First day of June One thousand nine hundred and sixty-seven BETWEEN THE HONOURABLE ALEXANDER TATTENHALL DEWAR in his capacity as the Minister for Industrial Development of Queensland for and on behalf of the State of Queensland of the one part AND AUSTRAL-PACIFIC FERTILIZERS LIMITED a Company incorporated in the said State the registered office of which is situated at Fourth Floor, 190 Edward Street, Brisbane in the said State of the other part.

WHEREAS:

- (i) The Company is desirous of establishing a fertilizer plant and industry in Queensland at Gibson Island in the said State.
- (ii) The State for the purpose of promoting the growth in population of the State and its industrial development and the prosperity and welfare of its people in all parts of it, desires to assist the Company to establish the said plant and industry.
- (iii) The Company before it incurs the expense involved in the establishment of the said plant and industry requires that certain arrangements incidental to the establishment and carrying on of the said plant and industry will be made as far as is reasonably possible.
- (iv) In order to effectuate the establishment and carrying on of the said plant and industry the parties hereto are desirous of entering into the Agreement following so that upon its ratification validation and approval by the Parliament of the said State the Agreement will become binding on the said State and the Company in the manner hereinafter appearing.

¹ Consistent with the provisions of the Act, this schedule only contains the proposed agreement authorised to be entered into by the Act as originally enacted. It does not purport to be either the agreement actually entered into or that agreement as amended from time to time.

Schedule (continued)

NOW IT IS HEREBY AGREED as follows:—

PART I

PRELIMINARY

1. In this Agreement unless inconsistent with the context or subject matter—

“The Act” means the Act of Parliament of Queensland to be passed to ratify validate approve and otherwise give effect to this Agreement.

“Commencing date” means the date of the execution of this Agreement.²

“Commissioning date” means the date on which the Company first receives natural gas for operating the said plant.

“Company” means Austral-Pacific Fertilizers Limited and if the rights of the Company are assigned pursuant to this Agreement to any Company, means that assignee Company.

“Governor in Council” has the same meaning as in “*The Acts Interpretation Acts, 1954 to 1962*”.

“Minister” means the Minister for Industrial Development of the State and his successors in office or other Minister of the Crown for the time being administering the Act.

“Plant” means the fertilizer plant constructed on the plant site to the plans and specifications of the Company in accordance with the provisions of this Agreement.

“The State” means the State of Queensland.

2. This Agreement shall not be of any force or effect nor shall either party have any claim against the other in respect of any matter arising out of or in connection herewith until it has been ratified, validated approved or otherwise given effect by an Act of the Parliament of Queensland which comes into operation before the thirty-first day of October One thousand nine hundred and sixty-seven.

² The commencing date is 1 June 1967.

Schedule (continued)

PART II

DIVISION A—OBLIGATIONS OF THE COMPANY

3. Subject to the performance by the State from time to time of the obligations imposed on it by this Agreement the Company shall—
 - (a) as soon as practicable after the commencing date undertake a thorough engineering study of Crown land on Gibson Island and select an area of not more than One hundred and forty (140) acres for the purposes of a site for the said plant and industry within the area shaded red in the Plan set out in the First Schedule hereto;
 - (b) progressively reclaim to the satisfaction of the Minister or otherwise prepare for construction the whole of the area comprised in the said One hundred and forty (140) acres hereinbefore referred to not later than the first day of February One thousand nine hundred and sixty-eight;
 - (c) without undue delay commence and complete the construction of the plant and thereafter maintain operate and use the plant and all additions and alterations thereto;
 - (d) design such plant so as to produce in the first stage not less than 650 short tons of ammonia per day and not less than 600 short tons of urea per day;
 - (e) commence construction of the plant not later than the first day of July One thousand nine hundred and sixty-eight;
 - (f) expend a sum of approximately Forty million dollars (\$40,000,000.00) in the construction of the plant and all ancillary matters connected with the establishment of such fertilizer plant and industry as hereinbefore mentioned;
 - (g) deliver to the Minister before the expiration of thirty days after the date of commencing of the construction of the plant a Construction Progress Schedule setting out

Schedule (continued)

details of the Construction Programme which will enable the Company to commence commercial operation of the plant not later than the thirty-first day of December One thousand nine hundred and sixty-nine as aforesaid;

- (h) commence commercial operation of the plant not later than the thirty-first day of December One thousand nine hundred and sixty-nine;
- (i) not later than the thirty-first day of December One thousand nine hundred and sixty-nine submit to the Minister a Schedule setting out details of a construction programme for the installation of phosphate rock handling equipment, the establishment of a phosphoric acid plant for the production of not less than 300 short tons of phosphoric acid per day, the installation of equipment for producing various phosphate fertilizers and for the expenditure by the Company upon the installation and establishment thereof and of all related facilities a sum of approximately Twenty million dollars (\$20,000,000);
- (j) not later than the thirty-first day of December One thousand nine hundred and sixty-nine give consideration to the establishment of additional plant for the production of other chemicals including nitric acid, ammonium nitrate and sulphuric acid;
- (k) be responsible for dredging the access channel from the main shipping channel in the Brisbane River to the berth site chosen for the plant to a depth of not less than twenty-eight (28) feet low water spring tide and for that purpose to employ dredging methods reasonable for the type of dredging required and approved by the Corporation of the Treasurer;
- (l) similarly be responsible for dredging the berth site the size of which shall be determined by the Harbour Master of the Port of Brisbane but so that such berth shall be consistent with the size and type of ships which are likely to use such berth;

Schedule (continued)

- (m) maintain the dredging of the berth site at the level predetermined by the said Harbour Master;
- (n) at its own cost and expense provide rail access to the plant together with such ancillary siding facilities as may be necessary;
- (o) in the event of the cost of road access to the boundary of the demised land (including the cost of such road access the payment of compensation and any other expense in respect of any resumptions therefor, the costs of any security fence or other works or things required for the protection and efficient working of the power houses and the works of The Southern Electric Authority of Queensland) exceeding One hundred thousand dollars (\$100,000.00) pay to the State the amount of the cost thereof exceeding the sum of One hundred thousand dollars (\$100,000.00);
- (p) make appropriate arrangements with the Director General of Health and Medical Services for the right to discharge plant effluent and waste processed water into the Brisbane River;
- (q) pay the costs of all surveys of the demised land.

DIVISION B—OBLIGATIONS OF THE STATE

4. The State shall—

- (a) by virtue of the Act authorise the construction and operation of the plant, the reclamation of land from the Brisbane River dredging or other works of any kind in, on, or over, through or across any foreshore or any land lying under the Brisbane River in accordance with this Agreement but, subject to compliance by the Company with the provisions of:—
 - (i) “*The City of Brisbane Acts, 1924 to 1966*”
 - (ii) “*The City of Brisbane Town Planning Act of 1967*”
 - (iii) “*The Inspection of Machinery Acts, 1951 to 1966*”

Schedule (continued)

- (iv) “*The Inspection of Scaffolding Acts, 1961 to 1966*”
- (v) “*The Clean Air Act of 1963*”
- (vi) “*The Factories and Shops Acts, 1960 to 1964*”;
- (b) upon the application of the Company, grant to it a lease of seventy (70) acres within the area of one hundred and forty (140) acres selected by the Company as aforesaid which area shall extend to and include the part of the foreshore of the Brisbane River adjacent thereto and be in the form of and subject to the provisions set out in the Second Schedule hereto;
- (c) upon the application of the Company, grant to it a further lease over the remaining area of seventy (70) acres within the said area of one hundred and forty (140) acres which lease shall extend to and include the remaining part of the foreshore of the Brisbane River adjacent thereto included in the said area of one hundred and forty (140) acres and shall be in the form of and subject to the provisions set out in the Third Schedule hereto;
- (d) on the application of the Company from time to time grant to the Company a Special Lease pursuant to the provisions of “*The Land Acts, 1962 to 1967*” and “*The Harbours Acts, 1955 to 1966*” of land below high water mark and conterminous to the land comprised in the said Leases and which the Company establishes is required by it for the purposes of erecting a wharf or wharves to be utilised by it in connection with the said Plant for the maximum period prescribed at the time of the application;
- (e) facilitate the supply of electricity to the plant in accordance with the laws relating thereto for the time being in force;
- (f) when after the commencing date an Agreement is made by the Company for the supply of natural gas to it whether by a gas supplier or any corporation or person not a gas supplier, approve of a provision of the

Schedule (continued)

Agreement whereby the Company shall have a first priority to a supply of such gas for its requirements up to 13,000,000 cubic feet per average day for a period of fifteen (15) years from the commissioning date and thereupon such a provision shall be lawful notwithstanding any provision of "*The Gas Acts, 1965 to 1966*" or any other Act to the contrary;

- (g) subject to Clause 3 (o) hereof construct at its own cost such roads as may be necessary to give road access to the boundary of the demised land provided that the cost of construction of such roads shall include the payment of compensation and any other expenses in respect of any resumptions therefor the cost of any security fence or other works or things required for the protection and efficient working of the power houses and the works of The Southern Electric Authority of Queensland;
- (h) if the Company notifies the Corporation of the Treasurer that the dredged material taken in the course of dredging work referred to in clauses 3 (k) and (l) is satisfactory to it make that dredged material available to the Company for use in the reclamation work which the Company is obliged to do free of any charge provided that if the dredging material is not satisfactory to the Company it shall be the responsibility of the Company to provide the necessary filling for such reclamation work as aforesaid;
- (i) if the Corporation of the Treasurer and the Company agree that the dredging work referred to in Clauses 3 (k) and (l) shall be carried out by that Corporation at a price being not less than the cost price ensure that such work shall be done;
- (j) before alienating the whole or any part of the land contained in an area of approximately 150 acres shaded green on the plan set out in the Fourth Schedule hereto (and part of which land is adjacent to the Ampol Refinery) notify the Company of its intention in that behalf whereupon for a period of three months after the date of receipt of such notice the Company or any related or associated company nominated by the

Schedule (continued)

Company shall have the right to make application for a lease of the land the subject of the notice of intention in which application the applicant shall set out a programme of development which the applicant will undertake if granted a lease of the said land;

- (k) grant to the applicant a lease of the land the subject of the said notice of intention if the applicant upon being notified by the Minister of the terms and conditions upon which the Governor in Council will grant a lease (which the Governor in Council by virtue of the Act is authorised to do upon such terms and conditions as he shall determine regard being had by him to the application) accepts those terms and conditions;
- (l) maintain the main shipping channels of the Port of Brisbane and the access channel from the main shipping channel in the Brisbane River to the berth site adjacent to the plant at a depth of not less than twenty-eight (28) feet low water spring tide;
- (m) at the cost of the Company maintain the dredging of the berth site at the level predetermined by the said Harbour Master if so requested by the Company.

DIVISION C—FINANCIAL

- 5. Harbour Dues shall be payable by the Company in accordance with By-laws made in that behalf. In respect of a period of five years from the commissioning date, the Company shall be entitled to set off against such dues the costs it has incurred in dredging the access channel from the main shipping channel in the Brisbane River to the berth site adjacent to the plant.

DIVISION D—GENERAL

- 6. The Company shall have the right to assign or otherwise dispose of this Agreement or any interest therein to a Company which is approved by the Governor in Council.

Schedule (continued)

7. This Agreement is made subject to any delay in the performance of any obligation or obligations under this Agreement which may be occasioned by or arise from circumstances beyond the power and control of the party responsible for the performance of such obligation including but without limiting the generality of the foregoing delay caused by or arising from an act of God act of war force majeure act of public enemies riots and civil commotions strikes lockouts stoppages restraint of labour or other similar acts whether partial or general the lack of supply of natural gas exhaustion or unavailability of supplies for any reason inability for reasons beyond the control of either party to secure labour or adequate supplies of machinery or equipment delays in the delivery of natural gas interference restriction prohibition limitation or prevention by legislation regulation decree order request or any other act or omission of any governmental authority or any agency instrumentality or political subdivision thereof including any court of competent jurisdiction and a failure by either party to perform its obligation for any such reason shall not be deemed a breach of this Agreement.
8. This Agreement may be varied pursuant to agreement between the Government and the Company with the approval of the Governor in Council by Order in Council and no provision of this Agreement shall be varied nor shall the powers and rights of the Company hereunder be derogated from except in such manner.
9. The Minister for and on behalf of the State with the approval of the Governor in Council and the Company may from time to time enter into agreements or arrangements for giving better effect to the provisions of this Agreement.
10. If the Company—
 - (1) enters into liquidation (other than a voluntary liquidation for the purpose of reconstruction); or
 - (2) delays the commencement of the construction of the plant beyond the period provided other than for those reasons specified in Clause 7; or

Schedule (continued)

(3) abandons or repudiates the Agreement,

the State may by notice in writing determine this Agreement but such determination shall not affect the enforcement of any right, obligation or liability theretofore acquired accrued or incurred.

11. Any notice consent or other writing authorised or required by this Agreement to be given or sent shall be deemed to have been duly given or sent by the State if signed by the Minister or other Minister of the Crown acting on his behalf and forwarded by prepaid certified mail to the Company at its registered office in the State and by the Company if signed by a Director or the Secretary of the Company in the State and forwarded by prepaid certified mail to the Minister and any such notice consent or writing shall be deemed to have been duly given or sent on the day on which it would be delivered in the ordinary course of post.
12. The law of Queensland shall be the law of this Agreement and this Agreement shall be interpreted according to the laws in force at the time in Queensland.
13. This Agreement has been executed on behalf of the State by The Honourable ALEXANDER TATTENHALL DEWAR as Minister for Industrial Development and as the duly authorised agent of the State in accordance with the authority granted by the Executive Council.
14. Notwithstanding anything herein contained the said The Honourable ALEXANDER TATTENHALL DEWAR shall not incur or be considered to incur or to have incurred any personal liability hereunder in respect of himself, his heirs, executors or administrators or his or their estate but the whole liability hereunder shall be upon the State only.

Schedule (continued)

THE SECOND SCHEDULE

Lease No.

QUEENSLAND

LEASE FOR SPECIAL PURPOSES, UNDER

[Herein insert title of the Act]

ELIZABETH THE SECOND, BY THE GRACE OF GOD, OF THE UNITED KINGDOM, AUSTRALIA, AND HER OTHER REALMS AND TERRITORIES, QUEEN, HEAD OF THE COMMONWEALTH, DEFENDER OF THE FAITH:—

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS AUSTRAL-PACIFIC FERTILIZERS LIMITED has made application for a lease under the provisions of *[Herein insert title of the Act]* (hereinafter referred to as “the Act”) of the Land hereinafter described: AND WHEREAS the Governor of Our State of Queensland, with the advice of the Executive Council thereof, has granted such application, and has agreed to issue a Lease of the said Land in Our name for the term, at the rent, and upon and subject to the conditions hereinafter mentioned: NOW KNOW YE that in consideration of the premises, and of the rent, reservations, and conditions hereinafter reserved and contained, WE, in pursuance of the Act, DO HEREBY for Us, Our Heirs and Successors, Demise and Lease unto the said AUSTRAL-PACIFIC FERTILIZERS LIMITED (hereinafter with its Successors in title designated “the Lessee”), and its lawful Assigns,

ALL that parcel of Land particularly described in the First Schedule endorsed on these Presents TO HOLD the same unto the Lessee and its lawful Assigns for and during the term of Thirty (30) years, to be computed from the day of , One thousand nine hundred and with, under, and subject to the terms, conditions, provisions, exceptions, reservations, provisoes, penalties, and forfeitures hereinafter particularly mentioned or referred to, or contained in or prescribed by “*The Land Acts, 1962 to 1967*” (hereinafter referred to as “the Land Acts”), and to the conditions, reservations, and provisoes in “*The Mining on Private Land Acts, 1909 to 1965,*” and “*The Petroleum Acts, 1923 to 1962,*” or any Regulations made or which may hereafter be made under the aforesaid Acts, or any of them: YIELDING AND PAYING unto

Schedule (continued)
The Second Schedule (continued)

Us, Our Heirs and Successors, subject to the provisions of the Act for the first period of ten (10) years of the said term the yearly rental of \$3,000, for the second period of ten years the yearly rental of \$5,000 and for the remaining period of ten years such yearly rental as shall be determined by the Land Court; such rent to be paid at the Office in Brisbane of the Department of Lands, or at such other place as may from time to time be appointed by the Governor of Our said State in Council, on or before the First day of January in each and every year of the said term: AND IT IS HEREBY EXPRESSLY DECLARED AND AGREED that the Lessee shall not in any way assign or sublet the said Land, or any part thereof, or grant to any person the right of occupation or tenancy to, over, or upon the said Land, or any part thereof, or of any structure or building erected thereon, without the consent in writing of the Minister for Lands for the time being of Our said State first had and obtained: AND IT IS ALSO DECLARED AND AGREED that these Presents are upon the express condition, that the Lease hereby granted shall be subject to the conditions set forth in the Second Schedule endorsed hereon: AND that if the Lessee makes default in payment of the rent hereby reserved, or any part thereof, at the times and in the manner herein prescribed, or fail to observe and perform the terms, stipulations, agreements, and conditions herein and in the Second Schedule contained or referred to, or any of them, then, and in such case, this Lease shall be liable to be forfeited as hereinafter provided: PROVIDED ALWAYS AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all Gold and Minerals (the term "Minerals" to have the same meaning as in "*The Mining on Private Land Acts, 1909 to 1965*") on and below the surface of the said Land, and all Mines of Gold and Minerals on and below the surface of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, and to such persons as shall from time to time be duly authorised by Us in that behalf, during the term of the said Lease, the free right and privilege of access, including ingress, egress, and regress, into, upon, over, and out of the said Land, for the purpose of searching for or working Gold and Minerals, or any of them, or Mines of Gold and Minerals, or any of them, in any part of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, all Petroleum (the term "Petroleum" to have the same meaning as in "*The Petroleum Acts, 1923 to 1962*"), on or below the surface of the said Land: AND ALSO all rights of access for the purpose of searching for and for the operations of obtaining Petroleum in

Schedule (continued)
The Second Schedule (continued)

any part of the said Land: AND ALSO all rights of way for access and for pipe lines and other purposes requisite for obtaining and conveying Petroleum in the event of Petroleum being obtained in any part of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, all Helium found in association with Petroleum in any part of the said Land: AND WE DO FURTHER RESERVE the right of any person duly authorised in that behalf by the Governor of Our said State in Council at all times to go upon the said Land, or any part thereof, for any purpose whatsoever, or to make any survey, inspection, or examination of the same.

IN TESTIMONY WHEREOF, We have caused this Our Lease to be Sealed with the Seal of Our said State.

WITNESS Our Trusty and Well-beloved His Excellency the Honourable Sir ALAN JAMES MANSFIELD, Knight Commander of Our Most Distinguished Order of Saint Michael and Saint George, Governor in and over Our State of Queensland and its Dependencies, in the Commonwealth of Australia, at Government House, Brisbane, in Queensland aforesaid, this day of , in the year of Our Reign and in the year of Our Lord One thousand nine hundred and sixty-

Schedule (continued)
The Second Schedule (continued)

FIRST SCHEDULE

Lease No.:

DISTRICT: Brisbane

COUNTY: Stanley

PARISH: Tingalpa

PORTION: 468 (part)

AREA: About 70 acres.

Duty Stamp

Schedule (continued)
The Second Schedule (continued)

SECOND SCHEDULE

(Conditions)

1. The Lessee shall not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of "*The Mining Acts, 1898 to 1965*") or other material upon the leased land without the permission of the Minister except under the authority of and in compliance in every respect with the requirements of a permit, license, agreement or contract granted or made under "*The Forestry Acts, 1959 to 1964*".
2. The Lessee shall comply with the provisions of the Agreement ratified validated and approved by the Act.
3. Subject to the Lessee having expended not less than Twenty-five million dollars (\$25,000,000.00) out of the sum of Forty million dollars (\$40,000,000.00) referred to in Clause 3 (f) of the Agreement on the preparation of the site and on the construction and equipment of the plant and all ancillary matters connected with the establishment of the plant on the leased land to the satisfaction of the Minister for Lands and the Minister for Industrial Development and upon the application by the Lessee the Governor in Council upon surrender of the lease of the lands described herein shall sell to the Lessee the estate in fee-simple in such lands upon the following terms and conditions:—
 - (a) If the conversion to freehold takes place within ten years of the date of the commencement of the lease, the purchasing price shall be at the rate of \$3,000 per acre and the purchasing price shall be payable within six months of the date of notification to the Company of the approval of conversion;
 - (b) If conversion to freehold takes place after the period specified in (a) above but within a period of twenty years from the date of the commencement of the lease, the purchasing price shall be at the rate of \$5,000 per

Schedule (continued)

The Second Schedule (continued)

acre and such purchasing price shall be payable within six months of the date of notification to the Company of approval of conversion;

- (c) If conversion of tenure takes place after the period specified in (b) above, the purchasing price of the land shall be determined by the Land Court and notwithstanding the provisions of "*The Land Acts, 1962 to 1967*," the purchasing price as determined by the Court, or upon appeal thereto, the Land Appeal Court, shall be payable by the Company within six months of the date of determination of such purchasing price.
4. The Lessee Company shall carry out a scheme of landscaping and beautification of the leased land to the satisfaction of the Minister for Lands and the Minister for Industrial Development during the term of the lease.
5. In the event of the failure by the Lessee to observe or comply with any terms and conditions of the lease or the provisions of the Act or the said Agreement the Governor in Council may at his discretion forfeit the said lease to the Crown but before doing so shall cause a notice to be given to the Lessee calling upon the Lessee to show cause in writing within three months from the date of the receipt of such notice why the lease should not be forfeited by the Governor in Council.
6. No compensation for improvements or developmental works shall be payable by the Crown at the expiration of the term of the lease or on the earlier determination by forfeiture or otherwise thereof but the Lessee shall have the right to remove improvements within a period of six months of such expiration or determination provided all moneys due by the Lessee to the Crown on any account whatsoever have been paid and the Lessee agrees to leave the land in a condition satisfactory to the Minister for Lands and the Minister for Industrial Development.

Schedule (continued)

THIRD SCHEDULE

Lease No.

QUEENSLAND

LEASE FOR SPECIAL PURPOSES, UNDER

[Herein insert title of the Act]

ELIZABETH THE SECOND, BY THE GRACE OF GOD, OF THE UNITED KINGDOM, AUSTRALIA, AND HER OTHER REALMS AND TERRITORIES, QUEEN, HEAD OF THE COMMONWEALTH, DEFENDER OF THE FAITH:—

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS AUSTRAL-PACIFIC FERTILIZERS LIMITED has made application for a lease under the provisions of [*Herein insert title of the Act*] (hereinafter referred to as “the Act”) of the Land hereinafter described: AND WHEREAS the Governor of Our State of Queensland, with the advice of the Executive Council thereof, has granted such application, and has agreed to issue a Lease of the said Land in Our name for the term, at the rent, and upon and subject to the conditions hereinafter mentioned: NOW KNOW YE that in consideration of the premises, and of the rent, reservations, and conditions hereinafter reserved and contained, WE, in pursuance of the Act, DO HEREBY for Us, Our Heirs and Successors, Demise and Lease unto the said AUSTRAL-PACIFIC FERTILIZERS LIMITED (hereinafter with its Successors in title designated “the Lessee”), and its lawful Assigns,

ALL that parcel of Land particularly described in the First Schedule endorsed on these Presents TO HOLD the same unto the Lessee and its lawful Assigns for and during the term of Thirty (30) years, to be computed from the day of , One thousand nine hundred and with, under, and subject to the terms, conditions, provisions, exceptions, reservations, provisoes, penalties, and forfeitures hereinafter particularly mentioned or referred to, or contained in or prescribed by “*The Land Acts, 1962 to 1967*” (hereinafter referred to as “the Land Acts”), and to the conditions, reservations, and provisoes in “*The Mining on Private Land Acts, 1909 to 1965,*” and “*The Petroleum Acts, 1923 to 1962,*” or any Regulations made or which may hereafter be made under the aforesaid Acts, or any of them: YIELDING AND PAYING unto

Schedule (continued)
The Third Schedule (continued)

Us, Our Heirs and Successors, subject to the provisions of the Act for the first period of ten (10) years of the said term of the yearly rental of \$3,000, for the second period of ten years the yearly rental of \$5,000 and for the remaining period of ten years such yearly rental as shall be determined by the Land Court; such rent to be paid at the Office in Brisbane of the Department of Lands, or at such other place as may from time to time be appointed by the Governor of Our said State in Council, on or before the First day of January in each and every year of the said term: AND IT IS HEREBY EXPRESSLY DECLARED AND AGREED that the Lessee shall not in any way assign or sublet the said Land, or any part thereof, or grant to any person the right of occupation or tenancy to, over, or upon the said Land, or any part thereof, or of any structure or building erected thereon, without the consent in writing of the Minister for Lands for the time being of Our said State first had and obtained: AND IT IS ALSO DECLARED AND AGREED that these Presents are upon the express condition, that the Lease hereby granted shall be subject to the conditions set forth in the Second Schedule endorsed hereon: AND that if the Lessee makes default in payment of the rent hereby reserved, or any part thereof, at the times and in the manner herein prescribed, or fail to observe and perform the terms, stipulations, agreements, and conditions herein and in the Second Schedule contained or referred to, or any of them, then, and in such case, this Lease shall be liable to be forfeited as hereinafter provided: PROVIDED ALWAYS AND WE DO HEREBY RESERVE unto us, Our Heirs and Successors, all Gold and Minerals (the term "Minerals" to have the same meaning as in "*The Mining on Private Land Acts, 1909 to 1965*") on and below the surface of the said Land, and all Mines of Gold and Minerals on and below the surface of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, and to such persons as shall from time to time be duly authorised by Us in that behalf, during the term of the said Lease, the free right and privilege of access, including ingress, egress, and regress, into, upon, over, and out of the said Land, for the purpose of searching for or working Gold and Minerals, or any of them, or Mines of Gold and Minerals, or any of them, in any part of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, all Petroleum (the term "Petroleum" to have the same meaning as in "*The Petroleum Acts, 1923 to 1962*"), on or below the surface of the said Land: AND ALSO all rights of access for the purpose of searching for and for the operations of obtaining Petroleum in

Schedule (continued)
The Third Schedule (continued)

any part of the said Land: AND ALSO all rights of way for access and for pipe lines and other purposes requisite for obtaining and conveying Petroleum in the event of Petroleum being obtained in any part of the said Land: AND WE DO HEREBY ALSO RESERVE unto Us, Our Heirs and Successors, all Helium found in association with Petroleum in any part of the said Land: AND WE DO FURTHER RESERVE the right of any person duly authorised in that behalf by the Governor of Our said State in Council at all times to go upon the said Land, or any part thereof, for any purpose whatsoever, or to make any survey, inspection, or examination of the same.

IN TESTIMONY WHEREOF, We have caused this Our Lease to be Sealed with the Seal of Our said State.

WITNESS Our Trusty and Well-beloved His Excellency the Honourable Sir ALAN JAMES MANSFIELD, Knight Commander of Our Most Distinguished Order of Saint Michael and Saint George, Governor in and over Our State of Queensland and its Dependencies, in the Commonwealth of Australia, at Government House, Brisbane, in Queensland aforesaid, this day of in the year of Our Reign and in the year of Our Lord One thousand nine hundred and sixty-

Schedule (continued)
The Third Schedule (continued)

FIRST SCHEDULE

Lease No.:

DISTRICT: Brisbane

COUNTY: Stanley

PARISH: Tingalpa

PORTION: 468 (part)

AREA: About 70 acres.

Schedule (continued)
The Third Schedule (continued)

SECOND SCHEDULE

(Conditions)

1. The Lessee shall not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of “*The Mining Acts, 1898 to 1965*”) or other material upon the leased land without the permission of the Minister except under the authority of and in compliance in every respect with the requirements of a permit, license, agreement or contract granted or made under “*The Forestry Acts, 1959 to 1964*”.
2. The Lessee shall comply with the provisions of the agreement ratified validated and approved by the Act.
3. Subject to the Lessee having expended not less than the sum of Ten million dollars (\$10,000,000.00) on improvements to the leased land or having expended the further sum of Ten million dollars (\$10,000,000.00) on improvements to the land demised under a lease referred to in the Second Schedule to the said Agreement by way of addition to the sum of Twenty-five million dollars (\$25,000,000.00) referred to in Clause 3 of the said lease referred to in the said Second Schedule or having expended the sum of Thirty-five million dollars (\$35,000,000.00) on improvements to the land leased hereunder or the land leased under a lease in the Second Schedule to the Agreement and having complied with Condition 2 hereof to the satisfaction of the Minister for Lands and the Minister for Industrial Development and upon application by the Lessee in that behalf the Governor in Council on surrender of the lease of the land described hereunder shall sell to the Lessee an estate in fee simple in such lands upon the following terms and conditions:—
 - (a) If the conversion to freehold takes place within ten years of the date of the commencement of the lease, the purchasing price shall be at the rate of \$3,000 per acre and the purchasing price shall be payable within six

Schedule (continued)
The Third Schedule (continued)

- months of the date of notification to the Company of the approval of conversion;
- (b) If conversion to freehold takes place after the period specified in (a) above but within a period of twenty years from the date of the commencement of the lease, the purchasing price shall be at the rate of \$5,000 per acre and such purchasing price shall be payable within six months of the date of notification to the Company of approval of conversion;
- (c) If conversion of tenure takes place after the period specified in (b) above, the purchasing price of the land shall be determined by the Land Court and notwithstanding the provisions of "*The Land Acts, 1962 to 1967*," the purchasing price as determined by the Court, or upon appeal thereto, the Land Appeal Court, shall be payable by the Company within six months of the date of determination of such purchasing price.
4. The Lessee Company shall carry out a scheme of landscaping and beautification of the leased land to the satisfaction of the Minister for Lands and the Minister for Industrial Development during the term of the lease.
5. In the event of the failure by the Lessee to observe or comply with any of the terms and conditions of the lease or the provisions of the Act or the said Agreement the Governor in Council may at his discretion forfeit the said lease to the Crown but before doing so shall cause a notice to be given to the Lessee calling upon the Lessee to show cause in writing within three months from the date of the receipt of such notice why the lease should not be forfeited by the Governor in Council.
6. No compensation for improvements or developmental works shall be payable by the Crown at the expiration of the term of the lease or on the earlier determination by forfeiture or otherwise thereof but the Lessee shall have the right to remove improvements within a period of six months of such expiration or determination provided all moneys due by the

Schedule (continued)

The Third Schedule (continued)

Lessee to the Crown on any account whatsoever have been paid and the Lessee agrees to leave the land in a condition satisfactory to the Minister for Lands and the Minister for Industrial Development.

TRANSFERS, MORTGAGES, ETC., REGISTERED

Schedule (continued)

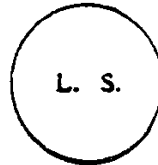
IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinbefore written.

SIGNED by ALEXANDER TATTENHALL)
DEWAR the Minister for Industrial)
Development in the State of Queensland) ALEX. T. DEWAR
for and on behalf of the said State in)
the presence of)

GORDON CHALK

THE COMMON SEAL of AUSTRAL-PACIFIC)
FERTILIZERS LIMITED was hereto affixed) ROBERT A.
by authority of a resolution of the Board) VANDEGRIFT
of Directors in the presence of)

PETER ROWLAND



Endnotes

1 Index to endnotes

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2 Date to which amendments incorporated

This is the reprint date mentioned in the Reprints Act 1992, section 5(c). Accordingly, this reprint includes all amendments that commenced operation on or before 2 February 1996. Future amendments of the Austral-Pacific Fertilizers Limited Agreement Act 1967 may be made in accordance with this reprint under the Reprints Act 1992, section 49.

*Austral-Pacific Fertilizers Limited Agreement Act
1967*

3 Key

Key to abbreviations in list of legislation and annotations

Key	Explanation	Key	Explanation
AIA	= Acts Interpretation Act 1954	(prev)	= previously
amd	= amended	proc	= proclamation
amdt	= amendment	prov	= provision
ch	= chapter	pt	= part
def	= definition	pubd	= published
div	= division	R[X]	= Reprint No. [X]
exp	= expires/expired	RA	= Reprints Act 1992
gaz	= gazette	reloc	= relocated
hdg	= heading	renum	= renumbered
ins	= inserted	rep	= repealed
lap	= lapsed	(retro)	= retrospectively
notfd	= notified	rv	= revised edition
num	= numbered	s	= section
o in c	= order in council	sch	= schedule
om	= omitted	sdiv	= subdivision
orig	= original	SIA	= Statutory Instruments Act 1992
p	= page	SIR	= Statutory Instruments Regulation 2002
para	= paragraph	SL	= subordinate legislation
prec	= preceding	sub	= substituted
pres	= present	unnum	= unnumbered
prev	= previous		

4 Table of reprints

Reprints are issued for both future and past effective dates. For the most up-to-date table of reprints, see the reprint with the latest effective date.

If a reprint number includes a letter of the alphabet, the reprint was released in unauthorised, electronic form only.

Reprint No.	Amendments to	Effective	Reprint date
1	1995 Act No. 58	28 November 1995	2 February 1996

5 List of legislation

Austral-Pacific Fertilizers Limited Agreement Act 1967 No. 24

date of assent 5 October 1967

commenced on date of assent

amending legislation—

Statute Law Revision Act (No. 2) 1995 No. 58 ss 1–2, 4 sch 1

date of assent 28 November 1995

commenced on date of assent

6 List of legislation for variation of agreement (see Act section 4)

Austral-Pacific Fertilizers Limited Agreement (1968)—“1968 Agr”

approved by Governor in Council 8 February 1968 (o in c pubd gaz 10 February 1968 p 606)

Austral-Pacific Fertilizers Limited Agreement (1969)—“1969 Agr”

agr made 30 July 1969

approved by Governor in Council 7 August 1969 (o in c pubd gaz 9 August 1969 pp 1616–18)

Austral-Pacific Fertilizers Limited Agreement (1974)—“1974 Agr”

agr made 20 March 1974

approved by Governor in Council 11 April 1974 (o in c pubd gaz 13 April 1974 pp 1453–4)

7 List of annotations

Execution of Agreement

s 2 om 1995 No. 58 s 4 sch 1

Agreement has force of law

prov hdg sub 1995 No. 58 s 4 sch 1

s 3 amd 1995 No. 58 s 4 sch 1

Variation of agreement

s 4 ins 1995 No. 58 s 4 sch 1

Regulation making power

s 5 ins 1995 No. 58 s 4 sch 1

8 Table of obsolete and redundant provisions

under the Reprints Act 1992 s 39

Omitted provision

Provision making omitted
provision obsolete/redundant

references to Queensland implied

Acts Interpretation Act 1954
s 35