

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 on 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;

- (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 54.1(d)~~

- (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, ~~and related facilities to supply water to crosswalk on~~

- (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

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 power to terminate a licence in the Mantinea Foreshore Reserve Area for

55. CPC COMMITMENTS

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