

# URANIUM (YEELIRRIE) AGREEMENT.

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No. 40 of 1982.

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AN ACT to amend the Uranium (Yeelirrie)  
Agreement Act 1978.

[Assented to 27 May 1982.]

BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and the Legislative Assembly of Western Australia, in this present Parliament assembled, and by the authority of the same, as follows:—

1. (1) This Act may be cited as the *Uranium (Yeelirrie) Agreement Amendment Act 1982*. Short title and citation.

(2) In this Act the Uranium (Yeelirrie) Agreement Act 1978 is referred to as the principal Act. Act No. 110 of 1978.

(3) The principal Act as amended by this Act may be cited as the Uranium (Yeelirrie) Agreement Act 1978-1982.

Section 2  
amended.

2. Section 2 of the principal Act is amended—

(a) in the definition of “the Agreement”—

(i) by inserting after “set out in the” the following—

“ First ” ; and

(ii) by inserting after “provisions” the following—

“ or, except in section 3, by the Variation Agreement ” ;

(b) by deleting the full stop at the end of the section and substituting a semicolon; and

(c) by inserting at the end of the section the following definition—

“ “the Variation Agreement” means the Agreement a copy of which is set out in the Second Schedule to this Act. ” .

Section 3A  
inserted.

3. After section 3 of the principal Act, the following section is inserted—

Variation  
Agreement  
ratified.

“ 3A. The Variation Agreement is ratified and its implementation authorised. ” .

Schedule  
amended.

4. The Schedule to the principal Act is amended by deleting the heading “SCHEDULE.” and substituting the following—

“ FIRST SCHEDULE. ”.

Second  
Schedule  
added.

5. After the First Schedule to the principal Act, the following Schedule is added—

SECOND SCHEDULE.

THIS AGREEMENT made this Fourth day of May 1982, BETWEEN THE HONOURABLE RAYMOND JAMES O’CONNOR, M.L.A., Premier of the State of Western Australia, acting for and on behalf of the said State and its instrumentalities from time to time (herein-

after called "the State") of the one part and YEELIRRIE DEVELOPMENT COMPANY PTY. LTD. a company duly incorporated in the State of Western Australia and having its registered office in such State at 191 Great Eastern Highway Belmont ESSO EXPLORATION AND PRODUCTION AUSTRALIA INC. a company duly incorporated in the State of Delaware United States of America and having its principal office in the State of Western Australia at 200 St. George's Terrace Perth and URANGESELLSCHAFT AUSTRALIA PTY. LIMITED a company duly incorporated in the State of Victoria and having its registered office in that State at 608 St. Kilda Road Melbourne and having its principal office in the State of Western Australia at care of Veritatem Nominees (W.A.) Pty. Ltd. of 55 St. George's Terrace, Perth (hereinafter collectively called "the Corporation" in which term shall be included their respective successors and permitted assigns and appointees) of the other part.

WHEREAS:

- (a) pursuant to a deed of assignment dated 14th January, 1980 the parties to this Agreement are now the parties to the agreement dated 1st November, 1978 defined in section 2 of the Uranium (Yeelirrie) Agreement Act 1978 which agreement was varied by agreement dated 13th November, 1981 (the said agreement as varied being hereinafter referred to as "the Principal Agreement"); and
- (b) the parties desire to vary the Principal Agreement.

NOW THIS AGREEMENT WITNESSETH:

1. Subject to the context the words and expressions used in this Agreement have the same meanings respectively as they have in and for the purpose of the Principal Agreement.
2. The State shall introduce and sponsor a Bill in the Parliament of Western Australia to ratify this Agreement and endeavour to secure its passage as an Act.
3. (1) The provisions of this Agreement other than Clauses 1, 2 and this Clause shall not come into operation until the Bill referred to in Clause 2 has been passed by the Parliament of Western Australia and comes into operation as an Act.  
  
(2) When this Agreement comes into operation in the manner provided in subclause (1) of this Clause all the provisions of this Agreement shall operate and take effect notwithstanding the provisions of any Act or law.

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4. The Principal Agreement is hereby varied as follows:

(1) Clause 1—

- (a) by deleting the definition of “mineral claim” and substituting the following definition—

“ “mineral claim” means a mineral claim granted pursuant to regulations made under the Mining Act 1904; ” ;

- (b) by deleting the definition of “mineral lease”;

- (c) by inserting after the definition of “mineral claim” the following definition—

“ “mining lease” means the mining lease referred to in Clause 21 and includes any renewal thereof and according to the requirements of the context shall describe the area of land demised as well as the instrument by which it is demised; ” ;

- (d) by deleting the definition of “Mining Act”;

- (e) by inserting after the definition of “mining lease” the following definitions—

“ “Mining Act 1904” means the Mining Act 1904 and the amendments thereto and the regulations made thereunder as in force on 31st December, 1981;

“Mining Act 1978” means the Mining Act 1978; ” ;

- (f) by deleting, in the definition of “Minister for Mines”, “Mining Act” and substituting “Mining Act 1904 and the Mining Act 1978”;

- (g) by deleting, in the definition of “ore”, “mineral” and substituting “mining”.

(2) Clause 5—

- (a) in subclause (3) by deleting “Mining Act” and substituting “Mining Act 1904”;

- (b) by inserting the following subclause—

“ (4) The temporary reserve and the rights of occupancy in respect thereof referred to in this Clause shall, subject to this Agreement,

continue in force under the Mining Act 1904 as though that Act had not been repealed. ” .

(3) Clause 21—

(a) subclause (1) and the marginal note thereto—

- (i) by deleting “mineral lease” wherever it occurs and substituting “mining lease”;
- (ii) by deleting “Mining Act” wherever it occurs and substituting “Mining Act 1978”;
- (iii) by deleting “and subject to such of the conditions of the surrendered mineral claims as the Minister for Mines determines and such other conditions as the Minister for Mines may reasonably require from time to time for the purpose of reducing or making good injury to the surface of the land in the mineral lease or injury to anything on or below the surface of that land”;

(b) subclause (2)—

- (i) by deleting “Mining Act” wherever it occurs and substituting “Mining Act 1978”;
- (ii) by deleting “mineral lease” wherever it occurs and substituting “mining lease”;

(c) subclause (3)—

by deleting subclause (3) and the marginal note thereto and substituting the following—

“ (3) The State shall ensure that during the currency of this Agreement and subject to compliance with its obligations hereunder the Corporation shall not be required to comply with the expenditure conditions imposed by or under the Mining Act 1978 in regard to the mining lease. ” ;

Expenditure conditions.

(d) subclause (4)—

- (i) by deleting “Mining Act” and substituting “Mining Act 1978”;

(ii) by deleting "mineral lease" wherever it occurs and substituting "mining lease";

(e) subclause (5)—

by deleting "mineral lease" and substituting "mining lease";

(f) subclause (6) and the marginal note thereto—

by deleting "mineral lease" and substituting "mining lease";

(g) subclause (7)—

(i) by deleting "mineral lease" and substituting "mining lease";

(ii) by deleting "Mining Act" and substituting "Mining Act 1904";

(h) subclause (8) and the marginal note thereto—

by deleting "mineral lease" and substituting "mining lease";

(i) subclause (9) and the marginal note thereto—

by deleting "mineral lease" wherever it occurs and substituting "mining lease";

(j) subclause (10)—

by deleting "mineral lease" wherever it occurs and substituting "mining lease";

(k) subclause (11)—

by deleting "Mining Act" and substituting "Mining Act 1904";

(l) by inserting the following subclause—

" (12) The mineral claims referred to in this Clause shall subject to this Agreement continue in force under the Mining Act 1904 as though that Act had not been repealed. " .

(4) Clause 22 subclause (3)—

(a) paragraph (b) subparagraph (ii)—

by deleting "mineral lease" and substituting "mining lease";

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(b) paragraph (d)—

by deleting "Mining Act" wherever it occurs and substituting "Mining Act 1978".

(5) Clause 25—

(a) subclause (1)—

by deleting "mineral lease" and substituting "mining lease";

(b) subclause (2)—

by deleting "mineral lease" and substituting "mining lease";

(c) subclause (6)—

(i) by deleting "mineral lease" and substituting "mining lease";

(ii) by deleting "Mining Act" and substituting "Mining Act 1978".

(6) Clause 26—

by deleting "mineral lease" and substituting "mining lease".

(7) Clause 28—

by deleting "mineral lease" and substituting "mining lease".

(8) Clause 31—

by deleting "mineral lease" and substituting "mining lease".

(9) Clause 33 subclause (4)—

(a) by deleting "Mining Act" wherever it occurs and substituting "Mining Act 1978";

(b) by deleting "mineral lease" and substituting "mining lease".

(10) Clause 34—

(a) by deleting "mineral lease" wherever it occurs and substituting "mining lease";

(b) by deleting "Mining Act" and substituting "Mining Act 1978".

(11) Clause 39—

by deleting "mineral lease" wherever it occurs and substituting "mining lease".

(12) Clause 45—

by deleting subclause (2) and substituting the following subclause—

“ (2) Notwithstanding the provisions of paragraph (c) of subclause (1) of this Clause the State may exempt from not more than 75% of the stamp duty which but for the operation of this Clause would or might be chargeable on any mortgage debenture covenant charge or other security (or in respect of any such mortgage debenture covenant charge or other security any statement note or memorandum evidencing or showing the amount or containing particulars of the loan the subject of any such mortgage debenture covenant charge or other security) to secure the payment or repayment of any money advanced or to be advanced (whether by way of prepayment or otherwise) by any person who has contracted to purchase from the Corporation or an associated company any of its products hereunder or advanced or to be advanced by any bank or lending institution for the purposes of this Agreement, if the State under hand of the Treasurer so determines. ” .

(13) The Second Schedule is deleted and the following Schedule substituted—

“ The Second Schedule  
Western Australia  
Mining Act 1978  
Uranium (Yeelirrie) Agreement Act 1978  
Mining Lease

Mining Lease No.

The Minister for Mines a corporation sole established by the Mining Act 1978 with power to grant leases of land for the purposes of mining in consideration of the rents hereinafter reserved and of the covenants on the part of the Lessee described in the First Schedule to this lease and of the conditions hereinafter contained and pursuant to the Mining Act 1978 (except as otherwise provided by the Agreement described in the Second Schedule to this lease) hereby leases to the Lessee the land more particularly delineated and described in the Third Schedule to this lease for uranium and



vanadium subject however to the exceptions and reservations set out in the Fourth Schedule to this lease and to any other exceptions and reservations which subject to the Agreement are by the Mining Act 1978 and by any Act for the time being in force deemed to be contained herein to hold to the Lessee this lease for a term of twenty-one years commencing on the date set out in the Fifth Schedule to this lease upon and subject to such of the provisions of the Mining Act 1978 except as otherwise provided by the Agreement as are applicable to mining leases granted thereunder and to the covenants and conditions herein contained or implied and any further conditions or stipulations set out in the Sixth Schedule to this lease the Lessee paying therefor the rents for the time being and from time to time prescribed pursuant to the provisions of the Mining Act 1978 at the times and in the manner so prescribed and the royalties as provided in the Agreement with the right during the currency of the Agreement and in accordance with the provisions of the Agreement to take successive renewals of the term each for a further period of 21 years upon the same terms and conditions subject to the sooner determination of the said term upon cessation or determination of the Agreement PROVIDED ALWAYS that this lease and any renewal thereof shall not be determined or forfeited otherwise than in accordance with the Agreement.

In this Lease—

- “Lessee” includes the respective successors and permitted assigns of each Lessee.
- If the Lessee be more than one the liability of the Lessee hereunder shall be joint and several.
- Reference to an Act includes all amendments to that Act and to any Act passed in substitution therefor or in lieu thereof and to the regulations and by-laws for the time being in force thereunder.

#### FIRST SCHEDULE

(name address and description of the Lessee)

Pursuant to a Deed of Assignment dated 14th January, 1980:

YEELIRRIE DEVELOPMENT COMPANY PTY. LTD. a company duly incorporated in the State of Western Australia and having its registered office in such State at 191 Great Eastern Highway Belmont ESSO EXPLORATION AND PRODUCTION AUSTRALIA INC. a company duly incorporated in the State of Delaware United States of America and having its principal office in the State of

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Western Australia at 200 St. George's Terrace Perth and URANGESELLSCHAFT AUSTRALIA PTY. LIMITED a company duly incorporated in the State of Victoria and having its registered office in that State at 608 St. Kilda Road Melbourne and having its principal office in the State of Western Australia at care of Veritatem Nominees (W.A.) Pty. Ltd. of 55 St. George's Terrace Perth.

SECOND SCHEDULE

(the Agreement)

The Agreement ratified by the Uranium (Yeelirrie) Agreement Act 1978 including any amendments to that Agreement.

THIRD SCHEDULE

(Description of land:)

Locality:

Mineral Field:

Area, etc.:

Being the land delineated on Survey Diagram No. and recorded in the Department of Mines, Perth.

FOURTH SCHEDULE

All petroleum as defined in the Petroleum Act 1967 on or below the surface of the land the subject of this lease is reserved to the Crown in right of the State of Western Australia with the right of the Crown in right of the State of Western Australia and any person lawfully claiming thereunder or otherwise authorised to do so to have access to the land the subject of this lease for the purpose of searching for and for the operations of obtaining petroleum (as so defined) in any part of the land.

FIFTH SCHEDULE

(Date of commencement of the lease).

SIXTH SCHEDULE

(Any further conditions or stipulations).

In witness whereof the Minister for Mines has affixed his seal and set his hand hereto this

..... day of.....19..... " .

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IN WITNESS WHEREOF this Agreement has been executed by or on behalf of the parties hereto the day and year first hereinbefore mentioned.

SIGNED by the said THE  
HONOURABLE RAYMOND  
JAMES O'CONNOR, M.L.A.,  
in the presence of—

R. O'CONNOR.

PETER JONES,  
Minister for Resources Development.

SIGNED for and on behalf of  
YEELIRRIE DEVELOPMENT  
COMPANY PTY. LTD. by its  
duly appointed Attorney  
JOHN DONALD STEWART  
under Power of Attorney  
dated 30th April, 1982 in the  
presence of:

J. D. STEWART.

R. I. GRIFFITHS,  
Solicitor,  
Perth.

SIGNED for and on behalf of  
ESSO EXPLORATION AND  
PRODUCTION AUSTRALIA  
INC. by its Attorney  
EDWARDE RUSSELL MAY  
under Power of Attorney  
dated 30th April, 1982 who  
hereby states that he has no  
notice of revocation of the  
said Power of Attorney in the  
presence of:

EDWARDE R. MAY.

J. CALLEJA,  
State Public Servant,  
Perth.

SIGNED for and on behalf  
of URANGESELLSCHAFT  
AUSTRALIA PTY. LIMITED  
by its duly appointed  
Attorney JOHN DONALD  
STEWART under Power of  
Attorney dated 30th April,  
1982 in the presence of:

J. D. STEWART.

ERIC FREEMAN,  
Solicitor,  
Perth.