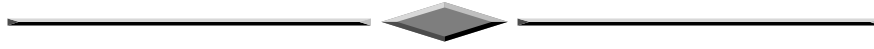


**AGREEMENT AS TO COMPENSATION to owner and  
occupier of private land by applicants for  
Mining Lease \_\_\_\_\_ P/M**



**AN AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
between

\_\_\_\_\_ (A.C.N. \_\_\_\_\_)

(hereinafter called 'the Owner and Occupier' which expression shall include the legal representatives and assigns of the owner and occupier) of the one part and

\_\_\_\_\_ (A.C.N. \_\_\_\_\_)

(hereinafter called 'the Applicants' which expression shall include the assigns of the applicants) of the other part.

**WHEREAS** the applicants are desirous of obtaining under the *Mineral Resources Development Act 1995* a mining lease of the land described in the schedule hereto.

**AND WHEREAS** the owner is the owner and occupier of the said land.

**NOW IT IS HEREBY AGREED AND DECLARED** as follows:

1. **Amount of Compensation:** The amount of compensation to be paid in money to the owner and occupier shall be a royalty at the rate prescribed by the *Mineral Resources Regulations 1996*.
2. **Licence to take possession and consent to lease:** The owner and occupier hereby grants to the applicants full licence and authority to take possession of the said land for mining purposes for the duration of a period of \_\_\_\_\_ years from the issuance of the said lease with a further term to be negotiated between the parties at the expiration of such period of time and hereby consents to any such lease being granted to the applicants under the *Mineral Resources Development Act 1995*.
3. **Consequence of Breach:** If the applicants fail to comply with any of the terms of this agreement then (without prejudice to any other rights of the owner) the applicants shall be deemed to have wholly ceased operations within the meaning of the *Mineral Resources Development Act 1995*.

- 4. **Transfer of Rights:** Upon a transfer of the applicants to any other person of their right title and interest in and to any application for mining lease or in and to any such lease of the said land and upon such persons undertaking all liability on the part of the applicants under this agreement the liability of the parties hereto of the second part shall cease and determine.

**THE SCHEDULE**

Full Description of Land Referred to	Area

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hand and seal the day and the year first hereinbefore written.

**SIGNED AND SEALED** by the Applicants, )

\_\_\_\_\_) )  
(A.C.N. \_\_\_\_\_) )

In the presence of: ..... ) **Common Seal**

**SIGNED AND SEALED** by the Owner and Occupier, )

\_\_\_\_\_) )  
(A.C.N. \_\_\_\_\_) )

In the presence of: ..... ) **Common Seal**

