

State Development Area Landholder Relationship Guide

2017

1. Purpose

This Landholder Relationship Guide (Guide) sets the State's expectations for the interactions between proponents of projects (Proponent) within a State development area and persons occupying land, or holding interests in land (Landholders), affected by the development of a project.

2. Good relations principles

The Proponent is expected to make reasonable efforts to establish and maintain good relations with Landholders at all times including:

- a) demonstrate a fair, reasonable and practical approach, common sense and courtesy in dealings with Landholders
- b) respect Landholders' rights, privacy, property and activities, including any contractual arrangements Landholders have with third parties
- c) engage in regular consultation and close liaison with Landholders, in good faith, on issues associated with the project and if necessary amend its policies or procedures in light of feedback received from Landholders
- d) advise the Landholder of the Proponent's intentions relating to the project and any impact on the Landholder's land well in advance of them being undertaken
- e) advise the Landholders of any significant changes to operations or timing
- f) be responsible for all project activities and actions undertaken by employees and contractors of the Proponent
- g) respond promptly to Landholders' reasonable enquiries about the project
- h) promptly pay agreed compensation and reimbursement costs to Landholders
- i) comply with all relevant legal obligations of the Proponent and with this Guide and

- j) regard information obtained about the Landholder's operations as confidential.

3. Land access

3.1 Access agreements

The Proponent is expected to negotiate and enter into access arrangements with Landholders for the purpose of access to land for investigation, early works, construction and operation of the project.

Access arrangements between the Proponent and the Landholder should be consistent with the land access principles outlined in section 3.3 of this Guide.

3.2 Information to be provided to Landholder

Before accessing land for project activities, the Proponent should provide the Landholder with details of relevant information, including:

- a) the activities the Proponent proposes to undertake on the Landholder's land
- b) the timeframe in which the Proponent proposes to undertake the activities, including the commencement date and proposed completion date
- c) the areas affected by the proposed activities (including mapping at an appropriate scale)
- d) the vehicles and equipment proposed to be used
- e) the proposed access points and routes and
- f) the Proponent's proposed weed and pest management plan for the project.

3.3 Land access principles

The Proponent should comply with the following principles in accessing the Landholder's land, even if these principles are not an express obligation on the Proponent under the relevant access arrangements:

- a) **Reasonable care and courtesy:** When accessing the Landholder's land, the Proponent must use reasonable care and be courteous. The Proponent should accompany contractors on site at the time of initial entry. The Proponent should also conduct an orientation, with input from the Landholder if required, for all persons acting on behalf of the Proponent.
- b) **Agents and contractors:** The Proponent must ensure that its agents and contractors carry the required authorisation to be on the Landowner's land. The Proponent's agents and contractors must be aware of and adhere to this Guide.
- c) **Notice of entry:** The Proponent must provide the Landholder with no less than seven days prior written notice of entry to land, unless otherwise agreed with the Landholder. Section 3.2 of this Guide lists the information to be provided to the Landowner. In the case of an emergency no notice will be required, but the Proponent will notify the Landholder as soon as practicable after the emergency occurs of the entry and the nature of the emergency.

- d) **Access points:** The Proponent must use access points and routes agreed with the Landholder, except in case of an emergency. The Proponent must ensure that the access points, roads and tracks are kept in good repair, having regard to the condition of the access points, roads or tracks if existing when the person started using them.
- e) **Security:** The Proponent must maintain the security of the Landholder's land in accessing the land, including leaving all gates in the position found and not interfering with fencing, unless otherwise agreed with the Landholder.
- f) **Weeds and pests:** The Proponent must comply with its weed and pest management plan for the project. If required by the Landholder, the Proponent must undertake an initial baseline weed and pest study at the Proponent's cost.
- g) **Vehicles:** The Proponent must ensure that all vehicles driven on the Landholder's land undertake a wash down (with a daily certification) prior to entering the property. Vehicles are to be driven at a reasonable speed and in a safe and careful manner so as to minimise the risk of damage to persons, or to the Landholder's land or property.
- h) **Machinery:** The Proponent must ensure that all its machinery is properly maintained, operated by suitably qualified employees and contractors, in a safe manner, and that machinery is not left on the land without the Landholder's consent.
- i) **Livestock:** The Proponent must ensure that use of the Landholder's land is in a way that minimises disturbance to livestock.
- j) **Nuisance:** The Proponent must take all reasonable measures to minimise:
 - i. inconvenience to the Landholder and disturbance to the Landholder's activities (including by dust, noise, vibration, erosion and stock disturbance)
 - ii. damage to access points and routes, particularly in wet weather and
 - iii. damage to or destruction of the Landholder's land (including through the introduction of weeds and pests) and property (including livestock).
- k) **Notification of damage caused:** The Proponent must notify the Landholder of any damage caused by the Proponent, its employees or its contractors to the Landholder's land or property (including livestock) and rectify any damage as soon as possible at the Proponent's cost.
- l) **Firearms/animals/alcohol:** The Proponent must not bring any firearms, animals or alcohol onto the Landholder's land without the Landholder's consent.
- m) **Rubbish/waste:** The Proponent must remove all the Proponent's rubbish and waste from the Landholder's land at the end of its activities.
- n) **Fires:** The Proponent must not light any fires on the Landholder's land without the Landholder's prior consent and must take all reasonable precautions to prevent outbreak or lighting of any fires on the Landholder's land.

4. Undertaking the project

4.1 Crossing agreements

The Proponent should consult and negotiate crossing agreements with Landholders who own or have a long-term lease of land adjoining or crossing the project or who operate infrastructure adjoining or crossing the project (Adjoining Landholders) about the crossings between the Proponent's project activities and the activities of relevant Landholders during early works, construction and operation stages.

Crossing agreements should include all agreed Permanent Accommodation Works for the benefit of Adjoining Landholders and be consistent with relevant statutory requirements applying to the project including safety matters under the *Transport (Rail Safety) Act 2010* (Qld).

4.2 Permanent Accommodation Works

Permanent Accommodation Works may include:

- a) 'grade separated' underpasses and overpasses (or where grade separated crossings are not feasible, 'at grade' crossings) so people, animals, vehicles and machinery can cross the project corridor, noting that grade separated crossings are to be used unless impractical and
- b) pipe or similar type systems so utilities such as water and power can cross under the project corridor.

5. Purchase of Landholder's interests

The Proponent must:

- a) encourage Landholders to seek independent legal and valuation advice on any agreement for the purchase of an interest in land by the Proponent, and reimburse the Landholder the costs reasonably incurred to obtain that legal and valuation advice and
- b) keep a register of Landholders' costs and copies of any documentation relating to the Proponent's negotiations and agreements with Landholders, which must be made available to the State upon request.

6. State not a party

The State is not a participant of negotiations or agreements between Proponents and Landholders.

Any exercise of compulsory acquisition powers (whether under the *State Development and Public Works Organisation Act 1971* (Qld) or the *Acquisition of Land Act 1967* (Qld) or otherwise) is a statutory process that is separate and distinct from, and independent of, any negotiations to acquire land or an interest in land (including easements and resource tenures) between the Proponent and the Landholder.

If any interest in land is compulsorily acquired by the State, the compulsory acquisition of land will not be influenced by any negotiations or agreements between the Proponent and the Landholder, and the State will not assume any obligation in respect of any payment obligation under any agreement between the Proponent and the Landholder.

Any compensation payable to the Landholder will be assessed strictly in accordance with the relevant legislation.

Further information

For more information, contact the Land Acquisition and Project Delivery Division:

tel +61 7 3452 7505
email acquisition@coordinatorgeneral.qld.gov.au
post Office of the Coordinator-General
Department of State Development
PO Box 15517
City East Qld 4002 Australia
web www.dsd.qld.gov/acquisition